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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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June 4, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to exercise renewal options with vendors by increasing the price limitations by \$150,026 in aggregate from \$13,507,879 in aggregate to \$13,657,905 in aggregate for a continuum of substance abuse treatment services state-wide and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later.

Summary of contracted amounts by vendor:

52.6% Federal 47.4% General

<u>Vendor</u>	<u>Amount</u>
The Youth Council	\$150,026
TOTAL	\$150,026

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

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

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

Please see attachment for financial details

EXPLANATION

The requested action seeks approval of the 16th of 17 agreements (Governor and Council approved 15 of the agreements as a single item on June 5, 2013) and represents \$150,026 of the \$7,741,314 total anticipated to be spent state-wide to provide a continuum of substance abuse treatment services via the accounting codes listed. These services include community based outpatient, intensive outpatient, residential, transitional living, and

recovery support services, including specialized treatment services for pregnant and parenting women and their children. This request seeks to exercise the renewal option that exists within each of the vendor contracts. The Department anticipates that the remaining agreement will be presented to Governor and Executive Council in July, 2013.

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

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, these contracts will continue to allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

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

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

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

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

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

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan
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June 4, 2013

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Area served: State-wide

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

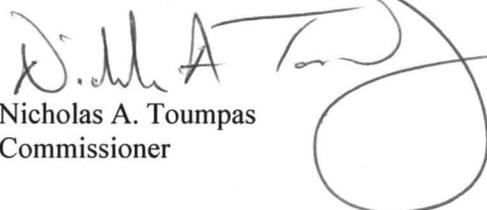
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

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

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

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$19,474	\$0	\$19,474
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$19,474	\$19,474
			Sub-total	\$19,474	\$19,474	\$38,948

Concord Hospital, Inc (Vendor #177653 B014)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$16,693	\$0	\$16,693
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$16,693	\$16,693
			Sub-total	\$16,693	\$16,693	\$33,386

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$251,406	\$0	\$251,406
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$251,406	\$251,406
			Sub-total	\$251,406	\$251,406	\$502,812

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$217,425	\$0	\$217,425
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$217,425	\$217,425
			Sub-total	\$217,425	\$217,425	\$434,850

County of Grafton (Vendor #177397 B003)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$34,706	\$0	\$34,706
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$34,706	\$34,706
			Sub-total	\$34,706	\$34,706	\$69,412

Headrest, Inc (Vendor #175226 B001)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$56,413	\$0	\$56,413
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$56,413	\$56,413
			Sub-total	\$56,413	\$56,413	\$112,826

Horizons Counseling Center, Inc (Vendor #156808 B001)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$42,532	\$0	\$42,532
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$42,532	\$42,532
			Sub-total	\$42,532	\$42,532	\$85,064

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

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$6,083	\$0	\$6,083
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$6,083	\$6,083
			Sub-total	\$6,083	\$6,083	\$12,166

Mondanock Family Services (Vendor #177510 B005)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$21,946	\$0	\$21,946
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$21,946	\$21,946
			Sub-total	\$21,946	\$21,946	\$43,892

Northern Human Services (Vendor #177222 B004)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$44,651	\$0	\$44,651
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$44,651	\$44,651
			Sub-total	\$44,651	\$44,651	\$89,302

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

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$326,988	\$0	\$326,988
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$326,988	\$326,988
			Sub-total	\$326,988	\$326,988	\$653,976

Serenity Place (Vendor #177265 R001)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$97,024	\$0	\$97,024
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$97,024	\$97,024
			Sub-total	\$97,024	\$97,024	\$194,048

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

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$239,491	\$0	\$239,491
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$239,491	\$239,491
			Sub-total	\$239,491	\$239,491	\$478,982

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

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$137,281	\$0	\$137,281
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$137,281	\$137,281
			Sub-total	\$137,281	\$137,281	\$274,562

The Youth Council (Vendor #154886 B001)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	\$16,876	\$0	\$16,876
102-500734	Contracts for Prog Svc	49158501	2014	\$0	\$16,876	\$16,876
			Sub-total	\$16,876	\$16,876	\$33,752
		Sub-total	Gov. Comm	<u>\$1,528,989</u>	<u>\$1,528,989</u>	<u>\$3,057,978</u>

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

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

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$39,925	\$0	\$39,925
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$39,925	\$39,925
102-500734	Contracts for Prog Svc	95841387	2013	\$27,404	\$0	\$27,404
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$27,404	\$27,404
			Sub-total	\$67,329	\$67,329	\$134,658

Concord Hospital, Inc (Vendor #177653 B014)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$34,223	\$0	\$34,223
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$34,223	\$34,223
102-500734	Contracts for Prog Svc	95841387	2013	\$23,490	\$0	\$23,490
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$23,490	\$23,490
			Sub-total	\$57,713	\$57,713	\$115,426

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

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846503	2013	\$28,922	\$0	\$28,922
102-500734	Contracts for Prog Svc	49156503	2014	\$0	\$28,922	\$28,922
			Sub-total	\$28,922	\$28,922	\$57,844

Families in Transition (Vendor #157730 B001)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846503	2013	\$332,530	\$0	\$332,530
102-500734	Contracts for Prog Svc	49156503	2014	\$0	\$332,530	\$332,530
			Sub-total	\$332,530	\$332,530	\$665,060

County of Grafton (Vendor #177397 B003)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95841387	2013	\$34,705	\$0	\$34,705
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$34,705	\$34,705
			Sub-total	\$34,705	\$34,705	\$69,410

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$515,420	\$0	\$515,420
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$515,420	\$515,420
102-500734	Contracts for Prog Svc	95841387	2013	\$353,773	\$0	\$353,773
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$353,773	\$353,773
			Sub-total	\$869,193	\$869,193	\$1,738,386

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$833,565	\$0	\$833,565
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$833,565	\$833,565
102-500734	Contracts for Prog Svc	95841387	2013	\$305,955	\$0	\$305,955
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$305,955	\$305,955
			Sub-total	\$1,139,520	\$1,139,520	\$2,279,040

Headrest, Inc (Vendor #175226 B001)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$115,654	\$0	\$115,654
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$115,654	\$115,654
102-500734	Contracts for Prog Svc	95841387	2013	\$79,383	\$0	\$79,383
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$79,383	\$79,383
			Sub-total	\$195,037	\$195,037	\$390,074

Horizons Counseling Center, Inc (Vendor #156808 B001)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$87,195	\$0	\$87,195
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$87,195	\$87,195
102-500734	Contracts for Prog Svc	95841387	2013	\$59,849	\$0	\$59,849
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$59,849	\$59,849
			Sub-total	\$147,044	\$147,044	\$294,088

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

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$12,377	\$0	\$12,377
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$12,377	\$12,377
102-500734	Contracts for Prog Svc	95841387	2013	\$8,654	\$0	\$8,654
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$8,654	\$8,654
			Sub-total	\$21,031	\$21,031	\$42,062

Monadnock Family Services (Vendor #177510 B005)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$44,992	\$0	\$44,992
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$44,992	\$44,992
102-500734	Contracts for Prog Svc	95841387	2013	\$30,881	\$0	\$30,881
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$30,881	\$30,881
			Sub-total	\$75,873	\$75,873	\$151,746

Northern Human Services (Vendor #177222 B004)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$91,542	\$0	\$91,542
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$91,542	\$91,542
102-500734	Contracts for Prog Svc	95841387	2013	\$62,832	\$0	\$62,832
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$62,832	\$62,832
			Sub-total	\$154,374	\$154,374	\$308,748

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

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$670,372	\$0	\$670,372
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$670,372	\$670,372
102-500734	Contracts for Prog Svc	95841387	2013	\$460,130	\$0	\$460,130
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$460,130	\$460,130
			Sub-total	\$1,130,502	\$1,130,502	\$2,261,004

Serenity Place (Vendor #177265 R001)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$198,914	\$0	\$198,914
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$198,914	\$198,914
102-500734	Contracts for Prog Svc	95841387	2013	\$136,530	\$0	\$136,530
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$136,530	\$136,530
			Sub-total	\$335,444	\$335,444	\$670,888

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

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$753,339	\$0	\$753,339
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$753,339	\$753,339
102-500734	Contracts for Prog Svc	95841387	2013	\$337,006	\$0	\$337,006
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$337,006	\$337,006
			Sub-total	\$1,090,345	\$1,090,345	\$2,180,690

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

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$281,447	\$0	\$281,447
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$281,447	\$281,447
102-500734	Contracts for Prog Svc	95841387	2013	\$193,179	\$0	\$193,179
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$193,179	\$193,179
			Sub-total	\$474,626	\$474,626	\$949,252

The Youth Council (Vendor #154886 B001)

Class/Account	<u>Title</u>	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	\$34,424	\$0	\$34,424
102-500734	Contracts for Prog Svc	49156501	2014	\$0	\$34,424	\$34,424
102-500734	Contracts for Prog Svc	95841387	2013	\$23,713	\$0	\$23,713
102-500734	Contracts for Prog Svc	49151387	2014	\$0	\$23,713	\$23,713
102-500734			Sub-total	\$58,137	\$58,137	\$116,274
		Sub-total	Clinical Svcs	\$6,212,325	\$6,212,325	\$12,424,650
		Total		\$7,741,314	\$7,741,314	\$15,482,628



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

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 112 West Pearl Street, Nashua, NH 03060.

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

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

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

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

- 1) Amendment and modification of P-37 "Agreement";
 - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 150,026.00
- 2) Amendment and modification of Exhibit A;
 - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
 - b) **Change II A from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below."
 - c) **Change II B Group Recovery Support Services from:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."



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

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

Replace with:

Table SAMHSA National Outcome Measures

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

New Hampshire Substance Abuse Treatment and Recovery Support Services



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

- 3) Amendment and modification of Exhibit B;
 - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
 - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
 - c) Delete in Section II; "TOTAL: \$75,013.00"
- 4) **Add** Exhibit B-1

New Hampshire Substance Abuse Treatment and Recovery Support Services



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

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

State of New Hampshire
Department of Health and Human Services

6 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

The Youth Council

5/21/2013
Date

Elizabeth G. Houde
Name: Elizabeth G. Houde
Title: Executive Director

Acknowledgement:

State of NH, County of Hillsborough on 5/21/13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Anne Boyle
Name and Title of Notary or Justice of the Peace

New Hampshire Substance Abuse Treatment and Recovery Support Services



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

OFFICE OF THE ATTORNEY GENERAL

4 Jun. 2012
Date

Jeanne P. Herick
Name: *Jeanne P. Herick*
Title: *Attorney*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1

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

Bidder/Program Name: The Youth Council

Budget Request for: Substance Abuse Treatment Services
(Name of RFP)

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 68,448.00	\$ 15,748.00	\$ 24,735.00	\$ 3,418.00	\$ 43,713.00	\$ 12,330.00	\$ 56,043.00
2. Employee Benefits	\$ 11,212.00	\$ 2,830.00	\$ 4,878.00	\$ 844.00	\$ 6,334.00	\$ 1,786.00	\$ 8,120.00
3. Consultants	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 1,315.00	\$ -	\$ 1,315.00	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 958.00	\$ -	\$ 958.00	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,569.00	\$ -	\$ 1,569.00	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 9,825.00	\$ 4,210.00	\$ 4,151.00	\$ 2,610.00	\$ 5,874.00	\$ 1,600.00	\$ 7,274.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 681.00	\$ 192.00	\$ -	\$ -	\$ 681.00	\$ 192.00	\$ 873.00
Postage	\$ 390.00	\$ -	\$ 99.00	\$ -	\$ 291.00	\$ -	\$ 291.00
Subscriptions	\$ 273.00	\$ -	\$ -	\$ -	\$ 273.00	\$ -	\$ 273.00
Audit and Legal	\$ 921.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 921.00	\$ -	\$ 921.00
Insurance	\$ 1,992.00	\$ 418.00	\$ 1,992.00	\$ -	\$ -	\$ 418.00	\$ 418.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,463.00	\$ -	\$ 1,463.00	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 520.00	\$ -	\$ 520.00	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -
Contingency Management	\$ 426.00	\$ 98.00	\$ 426.00	\$ 98.00	\$ -	\$ -	\$ -
Payroll Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 101,643.00	\$ 26,296.00	\$ 42,866.00	\$ 8,870.00	\$ 58,667.00	\$ 16,326.00	\$ 75,013.00

Indirect As A Percent of Direct 24.9%

Contractor Initials *MAH*
Date *5/21/13*

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Louis Cardinale, of The Youth Council, do hereby certify that:

1. I am the duly elected President of the Board of Directors of The Youth Council;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 19, 2009;

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

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Elizabeth G. Houde is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 21, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Board of Directors of the corporation this 21st day of May 2013.



Louis Cardinale, President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of May 2013 by Louis Cardinale.



Notary Public/Justice of the Peace
My Commission Expires:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE YOUTH COUNCIL is a New Hampshire nonprofit corporation formed January 14, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of May A.D. 2013

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

William M. Gardner
Secretary of State

The
YOUTH COUNCIL
Helping families flourish 

BOARD OF DIRECTORS

PRESIDENT

Louis Cardinale
Baystate Financial

June 3, 2013

VICE PRESIDENT

Tina Venetos
Liakos Real Estate

Eric Borrin
DHHS Contract Management
Concord, NH

TREASURER

Larry Szetela
Laurence Szetela, CPA

Dear Eric,

SECRETARY

Carolyn Oguda
Phillips HealthCare

Please note that our current insurance policy expires on June 18, 2013. We fully intend to maintain an active policy with our current agent, Eaton & Berube Insurance, Nashua, NH. At this time, we need to confirm the rate with Marc Berube, and will renew our policy within the next two weeks.

Tracy Bennett

Zoë Marketing

As soon as we have the policy in place, we will be sure to forward a copy to your attention.

Debra Farrar

People's United Bank

Thank you for understanding.

Nick Frasca, Attorney

Frasca & Frasca


Betsy Houde, MA
Executive Director

Deputy Chief Scott R. Howe

Nashua Police Department

Brian C. Kelly, Attorney

Winer and Bennett, LLP

Doreen Manetta

People's United Bank

Laurie-Ann Murabito

LA Associates

Christine Stein

BAE Systems

ADVISORS

Cam Brensinger
NEMO Equipment

Bill Clifford

VIGILANT Capital Management

Carl DuBois

Harvey Construction



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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate Commissioner

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

May 25, 2012

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

Approved by: G+C
 Date: 6/20/12
 Item No.: 112
 Contract No.: 1024153

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with The Youth Council (Vendor #154886 B001), 112 West Pearl Street, Nashua, NH 03060, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$75,013.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$34,424.00
			Subtotal	\$34,424.00

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

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$16,876.00
			Subtotal	\$16,876.00

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

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$23,713.00
			Subtotal	\$23,713.00
			Total	\$75,013.00

EXPLANATION

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

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

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

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

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

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

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

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

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

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$75,013.00. This agreement represents level funding.

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

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

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

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

Area served: Nashua.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 25, 2012
Page 4 of 4

Source of Funds: 45.89% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.95% General Funds and 3.16% Other (Highway) Funds.

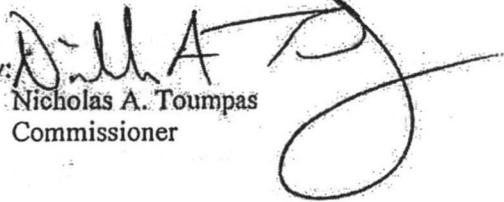
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

NLR/df

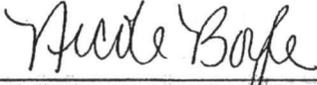
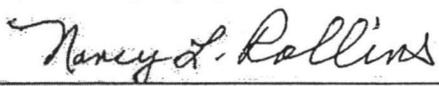
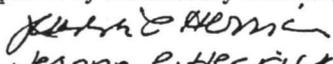
Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Youth Council		1.4 Contractor Address 112 West Pearl Street, Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-1090	1.6 Account Number 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$75,013.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth G. Abraham, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/22/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace NICOLE BOYLE, NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)  By: <u>Jeanne P. Herrick, Attorney</u> On: <u>4 JUNE 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials: *WJA*
Date: *5/22/12*

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

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

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

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

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

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

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

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

I. General Provisions

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

CONTRACTOR NAME: The Youth Council

ADDRESS: 112 West Pearl Street, Nashua, NH 03060

EXECUTIVE DIRECTOR: Betsy Abrahams
TELEPHONE: 603-889-1090

II. Scope of Services

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

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	\$ Awarded
Outpatient	1.00	Nashua	31	\$75,013.00

B. Required Services

Priority Admission:

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

Required Outreach:

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

community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

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

Capacity Reporting:

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

Access to Services:

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

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

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

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

Clients Eligible for Treatment Services:

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services

and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

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

Waiting List Management:

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

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

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

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

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

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

Interim Services for other Clients:

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:

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

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

Relationship(s) with Primary Health Care:

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

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

Tobacco Cessation:

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

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

The New Hampshire Medicaid program covers:

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

Tuberculosis:

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

Physical location and facilities:

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

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

Culturally and Linguistically Appropriate Standards of Care:

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

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

Compliance with State and Federal Laws:

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

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.

Standard Exhibits C - J
TX Substance Use Disorder

Contractor Initials: ASA
Date: 5/22/12

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

Client Stabilization:

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

Clinical Services:

The Contractor shall provide the following:

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

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This

intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

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

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

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:

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

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

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

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

Group Recovery Support Services:

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:

The Contractor shall provide the following:

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

Relevant Policies and Guidelines:

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

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

Publications Funded Under Contract:

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

Subcontracting/Consultants:

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:

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

Staff Licensing Requirements:

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

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

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

Staff Certification Requirements:

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

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

Supervision:

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

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

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

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:

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

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

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

Other Requirements:

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

ATR and Recovery Support Services:

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

Regional Network Participation:

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

Performance Measures:

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

Standard Exhibits C - J
TX Substance Use Disorder

Contractor Initials: *[Signature]*
Date: 5/22/12

SAMHSA National Outcome Measures:

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> • 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> • WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

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

Critical Incident/Sentinel Event Reporting:

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

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

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

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

Notification shall include the following:

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

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

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

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

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

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

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

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

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

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

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

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

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

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

On-Site Reviews:

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

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

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

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

CONTRACTOR NAME: The Youth Council

ADDRESS: 112 West Pearl Street, Nashua, NH 03060

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Betsy Abrahams

TELEPHONE: 603-889-1090

Vendor #154886-B001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734

Job #95848501 Appropriation #05-095-095-958410-1388-102-500734

Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 23,713.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 16,876.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 34,424.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$75,013.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

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

B. Utilization Methodology by Modality:

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ($\$438,000/\120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. Failure to Meet Deliverables:

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

4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during

which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

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

IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

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

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

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

The State may not:

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

The Contractor shall not:

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

VI. Charitable Choice:

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

Standard Exhibits C - J
TX Substance Use Disorder

Contractor Initials: 
Date: 5/22/12

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

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

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

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

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

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

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

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

16. **Insurance:**

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

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

17. Renewal:

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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