

5A mac



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

January 18, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to amend an existing agreement with National Council on Alcoholism and Drug Dependence/Greater Manchester, 101 Manchester Street, Manchester, NH 03101 (Vendor #177204) by modifying the staffing requirements with no change to the price limitation of \$480,000 and no change to the contract completion date of June 30, 2017. The original contract was approved by the Governor and Executive Council on June 29, 2016 (Item #22). 25%General Funds/ 75%Federal Funds.

Funds to support this request are available in the following account for State Fiscal Year 2017.

05-95-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL, SVCS, CLINICAL SERVICES (25% General Fund and 75% Federal Funds)

EXPLANATION

The purpose of this request is to modify the staffing for National Council on Alcoholism and Drug Dependence/Greater Manchester by replacing the Master Licensed Drug and Alcohol Counselor with an Intake Coordinator. This is a zero cost amendment. Pursuant to Form P-37 General Provisions, Paragraph 18, the State may extend or modify the contract by written agreement of the parties, subject to Governor and Executive Council approval.

Similar to other states, New Hampshire is in the middle of an opioid epidemic. The epidemic includes 439 drug-related deaths in 2015 and a projected 476 drug-related deaths in 2016. The increase in overdoses and drug use has led to the State not having capacity to provide sufficient substance use disorder treatment services. Recent changes in Federal and State legislation have allowed for a significant increase in funds that are available to expand resources for substance use disorder treatment services. It is critical that substance use disorder treatment services providers rapidly develop and expand resources available in order to meet the public's demand for these needed services. The Department believes that an expansion in substance use disorder treatment services will result in increased access to services as well as decreased human and economic costs to the State.

The vendor provides services that support the Resiliency and Recovery Oriented Systems of Care by operationalizing the Continuum of Care Model. These systems of care support person-centered and self-directed approaches to care, which build on the strengths and resilience of individuals, families, and communities. These approaches encourage individuals affected by substance use to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems.

Through the process of program development and implementation, the vendor identified different staffing needs than those first identified at the time the original proposal was submitted and the contract was awarded and approved. Three of their current counselors have recently obtained their License for Drug and Alcohol Counseling. However there are at present, only two intake coordinators for all programs which causes increased wait times for individuals who are seeking services. As a result, the vendor is requesting to amend the contract to replace the Master Licensed Alcohol and Drug Counselor position with an Intake Coordinator position in order to address the increased volume of individuals entering into the program for both specialty substance use disorder and regional access point services. The restructure of staffing, by the use of three Licensed Alcohol and Drug Counselors and increasing the number of intake coordinators, allows the vendor to take in more individuals at a more efficient pace. This amendment would help to ensure that the intake and assessment process happens in as timely a manner as possible so that clients are able to access needed substance use disorders services as quickly as possible.

Should the Governor and Executive Council not approve this request, access to critical substance use disorder services could be delayed.

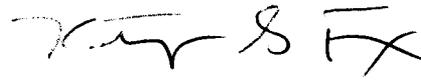
Area Served: Statewide

Source of Funds: 25% General Funds

75% Federal Funds (CFDA # 93.959 FAIN TI010035-15 U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG)

In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox

Director

Approved by:



Jeffrey A. Meyers

Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder (SUD) Treatment Services
Infrastructure Expansion**

This 1st Amendment to the Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion contract (hereinafter referred to as "Amendment #1") dated this December 14th of 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Council on Alcoholism and Drug Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a not-for-profit company with a place of business at 101 Manchester Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #22), 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 Form P-37 General Provisions, Paragraph 18, the State may extend or modify the agreement by written agreement of the parties; and

WHEREAS to amend the Scope of Service to adjust for changing staffing needs; and

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. Delete Appendix A, Scope of Services, Section 3, Staffing, Paragraph 3.1, Subparagraph 3.1.2, and replace with the following:
3.1.2 One (1) Intake Coordinator.
2. Delete Appendix A, Scope of Services, Section 5, Deliverables, Paragraph 5.2, Subparagraph 5.2.1, and replace with the following:
5.2.1 One (1) Intake Coordinator.



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

1/20/17
Date

Katja S. Fox
Katja S. Fox
Director, Division for Behavior Health

National Council on Alcoholism and Drug Dependence/Greater Manchester

1-5-2017
Date

Stephanie Bergeron
NAME: Stephanie Bergeron
TITLE: Executive Director

Acknowledgement:

State of NH, County of Hillsborough on 5th of Jan, 2017
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

Jamie Hill Notary of Public
Name and Title of Notary or Justice of the Peace





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

OFFICE OF THE ATTORNEY GENERAL

1/31/17
Date


Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

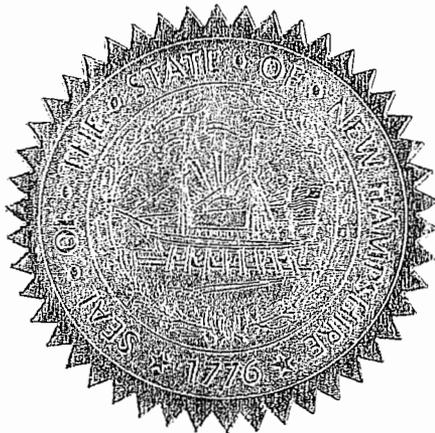
Date

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER is a New Hampshire nonprofit corporation formed December 7, 1977. 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 18th day of May A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Michael B. O'Shaughnessy, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Serenity Place - NCADP
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 10/7/2016
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5 day of January, 2017.
(Date Contract Signed)

4. Stephanie Bergeron is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

MB O'Shaughnessy (Member Bd of Directors) f.v.p.
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 5th day of January, 2017.

By Michael B. O'Shaughnessy
(Name of Elected Officer of the Agency)

Jamie L Hill
(Notary Public/Justice of the Peace)



Commission Expires: 8-22-2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2017

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com	FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED National Council on Alcoholism & Drug Greater Manchester T/A Serenity Place 101 Manchester Street Manchester NH 03101	INSURER A Markel	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2017 Certificate

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8502SS335180-7	2/9/2017	2/9/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			8502SS335180-7	2/9/2017	2/9/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4602SS335181-7	2/9/2017	2/9/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			8502SS335180-7	2/9/2017	2/9/2018	\$1,000,000 subj to agg \$3,000,000
A	Abuse or Molestation			8502SS335180-7	2/9/2017	2/9/2018	\$1,000,000 subj to agtg \$2,000,000

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

Re: Serenity Place, 101 Manchester Street, Manchester, NH

Re: Tirrell House, 15 Brook Street, Manchester, NH

Re: 351 Chestnut Street, Manchester, NH

CERTIFICATE HOLDER

NH Dept of Health & Human Services
 Bureau of Drug & Alcohol Services
 105 Pleasant Street
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 Pat Mack/PAT *Pat Mack*

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2016

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

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

PRODUCER CGI Insurance 171 Londonderry Turnpike Hooksett NH 03106	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (603) 232-9306 E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com FAX (A/C, No): (603) 622-4618
INSURED National Council on Alcoholism and Drug 101 Manchester Street Manchester NH 03101	INSURER(S) AFFORDING COVERAGE INSURER A: Great Falls Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 16-17 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	3A State: NH WCD0924670016 Excluded: Sharon Drake	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire DHHS 129 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mark Harvie/TERI

© 1988-2014 ACORD CORPORATION. All rights reserved.

Serenity Place

Recovery starts here and now.

VISION STATEMENT

Serenity Place is the premiere substance use disorder and education center in New Hampshire, offering innovative services for clients and their families.

MISSION STATEMENT

The mission of Serenity Place is to provide opportunities for the chemically dependent person to become free of those chemicals, to maintain that freedom and to return to the community as a contributing member.

OUR VALUES

- | | |
|-----------------------|--|
| Integrity: | Honesty and authenticity form the foundation of all that we do. |
| Respect: | We respect all those with whom we work including our clients and their families, our staff, board members, volunteers, donors, supporters and partners. . |
| Compassion: | We deliver high quality, compassionate care to clients and their families. |
| Inclusive: | We work to ensure that any person desiring treatment, regardless of ethnicity, gender, age, creed and/or ability to pay, will have access to treatment within a reasonable amount of time. |
| Collaboration: | We recognize that resources exist to help us achieve our mission throughout the community and work with others in a spirit of cooperation and partnership |

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE

Audited Financial Statements

For The Fiscal Years Ended
June 30, 2014 and 2013

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE

Table of Contents

1.	Independent Auditor's Report.....	1
2.	Statements of Financial Position.....	2-3
3.	Statements of Activities and Changes in Net Assets.....	4
4.	Statements of Functional Expenses.....	5-6
5.	Statements of Cash Flows.....	7-8
6.	Notes to the Financial Statements.....	9-15

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Statements of Financial Position
 As of June 30,

	<u>ASSETS</u>			
	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	<u>2014</u> <u>Totals</u>	<u>2013</u> <u>Totals</u>
<u>Current Assets:</u>				
Cash and Cash Equivalents	\$ 73,212	\$ 28,556	\$ 101,768	\$ 78,501
Receivables	155,261	0	155,261	199,099
Prepaid Expenses	15,103	0	15,103	15,832
	<u>243,576</u>	<u>28,556</u>	<u>272,132</u>	<u>293,432</u>
<u>Fixed Assets:</u>				
Land	42,371	0	42,371	42,371
Buildings	90,266	0	90,266	71,430
Building Improvements	465,198	0	465,198	427,465
Furniture and Fixtures	69,983	0	69,983	69,983
Equipment	93,941	0	93,941	85,944
Vehicles	29,950	0	29,950	29,950
Less: Accumulated Depreciation	(417,799)	0	(417,799)	(383,446)
	<u>373,910</u>	<u>0</u>	<u>373,910</u>	<u>343,697</u>
<u>Other Assets:</u>				
Investments at Market Value	84,144	0	84,144	70,022
	<u>84,144</u>	<u>0</u>	<u>84,144</u>	<u>70,022</u>
Total Assets	<u>\$ 701,630</u>	<u>\$ 28,556</u>	<u>\$ 730,186</u>	<u>\$ 707,151</u>

See Notes and Independent Auditor's Report

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Statements of Financial Position
 As of June 30,

LIABILITIES AND NET ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<u>Current Liabilities:</u>				
Accounts Payable	\$ 49,015	\$ 0	\$ 49,015	\$ 21,034
Accrued Expenses	89,148	0	89,148	46,953
Deferred Revenue	14,155	0	14,155	20,115
Line of Credit	36,305	0	36,305	37,800
Current Portion of Notes Payable	5,000	0	5,000	6,926
	<hr/>	<hr/>	<hr/>	<hr/>
Total Current Liabilities	193,623	0	193,623	132,828
<u>Long Term Liabilities:</u>				
State Loan Payable	20,000	0	20,000	20,000
Notes Payable, Net of Current Portion	20,000	0	20,000	30,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Long Term Liabilities	40,000	0	40,000	50,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Liabilities	233,623	0	233,623	182,828
<u>Net Assets:</u>				
Unrestricted Net Assets	468,007	0	468,007	505,903
Temporarily Restricted Net Assets	0	28,556	28,556	18,420
	<hr/>	<hr/>	<hr/>	<hr/>
Total Net Assets	468,007	28,556	496,563	524,323
	<hr/>	<hr/>	<hr/>	<hr/>
Total Liabilities and Net Assets	<u>\$ 701,630</u>	<u>\$ 28,556</u>	<u>\$ 730,186</u>	<u>\$ 707,151</u>

See Notes and Independent Auditor's Report

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCY AFFILIATE
 Statements of Activities and Changes in Net Assets
 For The Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<u>Revenue and Support:</u>				
Governmental Agency Revenue	\$ 844,314	\$ 0	\$ 844,314	\$ 803,970
Contributions	41,455	0	41,455	46,974
Grants	55,400	20,000	75,400	72,864
Charges For Services	505,309	0	505,309	466,192
Fundraising	30,886	0	30,886	24,370
Other Revenue	7,182	0	7,182	6,867
Net Assets Released from Restrictions:				
Satisfaction of Program Restrictions	9,864	(9,864)	0	0
Total Revenue and Support	<u>1,494,410</u>	<u>10,136</u>	<u>1,504,546</u>	<u>1,421,237</u>
<u>Expenses:</u>				
Program Services	1,307,000	0	1,307,000	1,193,850
Fundraising	105,004	0	105,004	81,123
General and Administrative	134,424	0	134,424	107,954
Total Expenses	<u>1,546,428</u>	<u>0</u>	<u>1,546,428</u>	<u>1,382,927</u>
Excess (Deficit) of Revenue and Support over Expenses	<u>(52,018)</u>	<u>10,136</u>	<u>(41,882)</u>	<u>38,310</u>
<u>Other Revenue (Expenses):</u>				
Interest and Investment Income	2,686	0	2,686	1,366
Holding Gain (Loss) on Investments	11,436	0	11,436	8,636
Total Other Revenue (Expenses)	<u>14,122</u>	<u>0</u>	<u>14,122</u>	<u>10,002</u>
Net Increase (Decrease) in Net Assets	(37,896)	10,136	(27,760)	48,312
Net Assets - Beginning of Period	<u>505,903</u>	<u>18,420</u>	<u>524,323</u>	<u>476,011</u>
Net Assets - End of Period	<u>\$ 468,007</u>	<u>\$ 28,556</u>	<u>\$ 496,563</u>	<u>\$ 524,323</u>

See Notes and Independent Auditor's Report

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE
 Statements of Functional Expenses
 For The Years Ended June 30,

	Program Services				
	<u>REAP</u>	<u>Withdrawal Management</u>	<u>Tirrell House</u>	<u>Intensive Out Patient</u>	<u>Lin's Place</u>
<u>Expenses:</u>					
Salaries and Wages	\$ 176,697	\$ 113,866	\$ 230,888	\$ 43,011	\$ 307,920
Payroll Taxes	15,215	10,417	20,458	3,680	27,475
Employee Benefits	18,427	938	26,722	382	43,207
Client Food	1,132	9,930	28,817	187	29,797
Professional Fees	2,670	52	938	39	522
Depreciation	4,867	15,485	2,050	0	0
Utilities	5,823	2,525	11,910	2,204	14,189
Insurance	5,930	10,143	6,550	2,032	5,700
Educational Materials	10,625	0	0	0	0
Supplies	4,174	1,323	7,344	859	7,597
Repairs and Maintenance	4,378	4,017	6,306	698	9,291
OADAP Client Charge	0	0	0	0	0
Fundraising Events	0	0	0	0	0
Office Expense	2,081	328	1,498	336	2,285
Telephone and Internet	1,664	685	2,089	338	4,695
Staff Development	5,634	1,225	1,677	571	3,433
Equipment Lease	1,033	372	0	0	2,313
Bank and Credit Card Fees	3,309	0	0	0	0
Travel and Entertainment	291	166	1,275	0	1,500
Advertising	0	0	0	0	0
Dues and Subscriptions	676	192	989	293	1,527
Postage	1,711	148	205	5	546
Licenses and Fees	110	38	0	0	260
Interest	0	0	0	0	0
Board Expenses	0	0	0	0	0
Client Expense	0	0	0	0	116
Printing	98	33	293	36	310
Miscellaneous	74	120	167	85	763
Contributions	0	0	0	0	0
Total Expenses	<u>\$ 266,619</u>	<u>\$ 172,003</u>	<u>\$ 350,176</u>	<u>\$ 54,756</u>	<u>\$ 463,446</u>

-Continued on Next Page-

See Notes and Independent Auditor's Report

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE
 Statements of Functional Expenses
 For The Years Ended June 30,

	Total Program Services	Supporting Services		2014 Total	2013 Total
		Fundraising	General Management		
Expenses:					
Salaries and Wages	\$ 872,382	\$ 73,640	\$ 82,818	\$ 1,028,840	\$ 869,315
Payroll Taxes	77,245	5,838	8,201	91,284	83,637
Employee Benefits	89,676	942	1,971	92,589	112,006
Client Food	69,863	0	0	69,863	57,301
Professional Fees	4,221	67	9,191	13,479	19,161
Depreciation	22,402	0	11,951	34,353	35,000
Utilities	36,651	1,799	1,866	40,316	35,301
Insurance	30,355	1,704	1,956	34,015	28,763
Educational Materials	10,625	0	0	10,625	12,500
Supplies	21,297	237	273	21,807	19,846
Repairs and Maintenance	24,690	2,330	2,202	29,222	29,586
OADAP Client Charge	0	0	0	0	5,375
Fundraising Events	0	14,014	0	14,014	12,528
Office Expense	6,528	890	1,178	8,596	9,403
Telephone and Internet	9,471	581	635	10,687	11,926
Staff Development	12,540	264	3,208	16,012	10,539
Equipment Lease	3,718	357	295	4,370	2,584
Bank and Credit Card Fees	3,309	256	2,065	5,630	7,052
Travel and Entertainment	3,232	183	1,230	4,645	3,171
Advertising	0	814	0	814	1,576
Dues and Subscriptions	3,677	357	259	4,293	4,254
Postage	2,615	410	488	3,513	3,246
Licenses and Fees	408	48	163	619	1,324
Interest	0	0	2,280	2,280	2,316
Board Expenses	0	0	0	0	349
Client Expense	116	0	8	124	49
Printing	770	172	74	1,016	1,223
Miscellaneous	1,209	101	2,112	3,422	3,546
Contributions	0	0	0	0	50
Total Expenses	\$ 1,307,000	\$ 105,004	\$ 134,424	\$ 1,546,428	\$ 1,382,927

See Notes and Independent Auditor's Report

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Statements of Cash Flow
 For the Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<u>Cash Flows from Operating Activities:</u>				
Net Increase (Decrease) in Net Assets	\$ (37,896)	\$ 10,136	\$ (27,760)	\$ 48,312
 <u>Adjustments to reconcile changes in net assets to net cash provided by (used for) operating activities:</u>				
Depreciation	34,353	0	34,353	35,000
Holding (Gain) Loss on Investments	(11,436)	0	(11,436)	(8,636)
(Increase) Decrease in Receivables	43,838	0	43,838	(30,972)
(Increase) Decrease in Prepaid Expenses	729	0	729	(2,199)
Increase (Decrease) in Accounts Payable	27,981	0	27,981	(39,285)
Increase (Decrease) in Accrued Expenses	42,195	0	42,195	75
Increase (Decrease) in Deferred Revenue	(5,960)	0	(5,960)	(10,900)
Total Adjustments	<u>131,700</u>	<u>0</u>	<u>131,700</u>	<u>(56,917)</u>
Net Cash Flows Provided by (Used for) Operating Activities	<u>93,804</u>	<u>10,136</u>	<u>103,940</u>	<u>(8,605)</u>
 <u>Cash Flows from Investing Activities:</u>				
Acquisitions of Equipment	(64,566)	0	(64,566)	(1,169)
Acquisitions of Investments	(2,686)	0	(2,686)	(1,356)
Net Cash Flows Provided by (Used for) Operating Activities	<u>\$ (67,252)</u>	<u>\$ 0</u>	<u>\$ (67,252)</u>	<u>\$ (2,525)</u>

-Continued on Next Page-

See Notes and Independent Auditor's Report

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Statements of Cash Flow
 For the Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<u>Cash Flows from Financing Activities:</u>				
Principal Payments on Notes Payable	\$ (6,926)	\$ 0	\$ (6,926)	\$ (9,527)
Forgiveness of Debt (See Note 3)	(5,000)	0	(5,000)	(5,000)
Proceeds from Line of Credit	505	0	505	67,800
Payments on Line of Credit	<u>(2,000)</u>	<u>0</u>	<u>(2,000)</u>	<u>(30,000)</u>
Net Cash Flows Provided by (Used for) Financing Activities	<u>(13,421)</u>	<u>0</u>	<u>(13,421)</u>	<u>23,273</u>
Net Increase (Decrease) in Cash and Cash Equivalents	13,131	10,136	23,267	12,143
Cash and Cash Equivalents - Beginning of Year	<u>60,081</u>	<u>18,420</u>	<u>78,501</u>	<u>66,358</u>
Cash and Cash Equivalents - End of Year	<u>\$ 73,212</u>	<u>\$ 28,556</u>	<u>\$ 101,768</u>	<u>\$ 78,501</u>
Supplemental Cash Flow Disclosures:				
Interest (net of amount capitalized)	<u>\$ 2,280</u>	<u>\$ 0</u>	<u>\$ 2,280</u>	<u>\$ 2,316</u>

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2014 and 2013

Nature of Organization:

Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate (the "Organization") is a non-profit organization existing for the purpose of providing alcohol and drug abuse information, education, referral, crisis intervention, and residential services.

Note 1 - Summary of Significant Accounting Principles:

A. Basis of Presentation

The Organization presents its financial statements on the accrual basis of accounting. The accrual basis recognizes income when earned and expenses when they occur.

B. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

C. Use of Estimates in the Preparation of Financial Statements

Management used estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses.

D. Accounting Principles

Under current accounting standards, the Organization is required to report information regarding its financial position and activities according to three classes of net assets. Those three classes are as follows:

Unrestricted Net Assets:

The portion of net assets of a not-for-profit Organization that is neither permanently restricted nor temporarily restricted by donor imposed stipulations.

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2014 and 2013

Note 1 - Summary of Significant Accounting Principles - continued:

D. Accounting Principles - Continued

Temporarily Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) for reclassifications to or from other classes of net assets as a consequence of donor-imposed stipulations, their expiration by passage of time, or their fulfillments and removal by actions of the Organization pursuant to those stipulations. Temporarily Restricted Net Assets at June 30, 2014 and 2013 were \$28,556 and \$18,420, respectively.

Permanently Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organizations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) from reclassifications from or to other classes of net assets as a consequence of donor-imposed stipulations. There are no Permanently Restricted Net Assets at June 30, 2014 and 2013.

E. Income Taxes

The Organization is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Center's evaluation on June 30, 2014 and 2013 revealed no uncertain tax positions that would have a material impact of the financial statements.

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2014 and 2013

Note 1 - Summary of Significant Accounting Principles - Continued:

F. Fixed Assets

Fixed assets are recorded at historical cost at the time of acquisition. Depreciation is calculated by the straight-line method over their estimated useful lives ranging from three to thirty-nine years. Repairs and maintenance are charged to operations as incurred, whereas major betterments are capitalized. The estimated useful lives of the assets are as follows:

<u>Description</u>	<u>Method</u>	<u>Life</u>
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Vehicles	Straight-Line	5 years
Buildings and Improvements	Straight-Line	5-39 years

G. Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. Historically, the Organization has not experienced material write offs, and therefore has not established an allowance account.

H. Donor-Restricted Contributions

The Organization's policy is to report donor-restricted contributions whose restrictions are met in the same reporting period, as unrestricted support, as there is no effect to reported restricted net assets.

I. Investments

The Organization accounts for investments following current accounting standards, under which its marketable investment securities are reported at fair market value at the date of the financial statements. Accordingly, realized gains and losses resulting from sales or distributions, as well as unrealized holding gains and losses are included in the statement of activities. Realized gains or losses are reflected as increases or decreases in the Organization's unrestricted net assets. The net change in unrealized holding gains or losses since the last fiscal year end are also recorded as increases or decreases in the Organization's operations. See Note No. 9.

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2014 and 2013

Note 1 - Summary of Significant Accounting Principles - Continued:

J. Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$814 and \$1,576 for the years ended June 30, 2014 and 2013, respectively.

K. Functional Allocation of Expenses

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

Note 2 - Receivables:

Receivables are as follows:

	<u>2014</u>	<u>2013</u>
Oxford House	\$ 7,500	\$ 7,500
US Probation Contract	17,981	1,148
Accounts Receivable	8,488	659
Multiple Offender Program	12,450	13,500
Grant Receivable	35,400	59,000
NH Department of Health and Human Services	<u>73,442</u>	<u>117,292</u>
	<u>\$ 155,261</u>	<u>\$ 199,099</u>

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2014 and 2013

Note 3 - Notes Payable:

At June 30, 2014 and 2013, notes payable were as follows:

	<u>2014</u>	<u>2013</u>
Note Payable to the City of Manchester, bearing a fixed annual interest rate of 0%, payable in annual installments of \$5,000. Matures in October 2018. The City has the option to forgive \$25,000 over the first 5 years of the note. \$5,000 was forgiven for the years ended June 30, 2014 and 2013.	\$ 25,000	\$ 35,000
Note payable to the City of Manchester, bearing a fixed annual interest rate of 3%, payable in monthly installments of \$388. Matured in November 2013.	0	1,926
Total Notes Payable	25,000	36,926
Less: Current Maturities on Notes Payable	(5,000)	(6,926)
Notes Payable – Long-Term Portion	\$ 20,000	\$ 30,000

Future minimum principal payments are as follows:

<u>For The Fiscal Years Ended June 30,</u>		<u>Notes Payable</u>
2015	\$	5,000
2016		5,000
2017		5,000
2018		5,000
2019		5,000
Totals	\$	25,000

-Continued on Next Page-

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2014 and 2013

Note 4 – State Loan Payable:

At June 30, 2014 and 2013, the organization has a State Loan Payable of \$20,000. This loan is for the Oxford House and will be repaid to the State if the Organization decides to not participate in the program.

Note 5 – Temporarily Restricted Net Assets:

Temporarily Restricted Net Assets at June 30, 2014 consist of the following:

Bean Foundation – Building Repairs	\$ 20,000
Samuel Hunt Foundation – Building Repairs	<u>8,556</u>
	<u>\$ 28,556</u>

Note 6 – Concentration of Credit Risk – Cash in Bank:

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Note 7 – Concentration of Revenue and Support Sources:

The Organization’s primary source of revenues are Block Grants for Prevention and Treatment of Substance Abuse passed through by the State of New Hampshire. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services and miscellaneous income and grants.

Note 8 – Contributions:

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These Transactions have been recorded as follows.

	<u>2014</u>	<u>2013</u>
Donated services, materials, equipment and food	\$ 28,962	\$ 29,480

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2014 and 2013

Note 9 – Investments:

The cost and fair market values of investment securities held are as follows:

<u>Description</u>	<u>Cost</u>	<u>Fair Market Value</u>	<u>Accumulated Holding Gains Or (Losses)</u>
Mutual Funds - 2014	\$ 45,862	\$ 84,144	\$ 38,282
Mutual Funds – 2013	\$ 43,176	\$ 70,022	\$ 26,846

Current year unrealized gains (losses) were \$11,436 and \$8,636 for the years ended June 30, 2014 and 2013, respectively.

Note 10 – Line of Credit:

As of June 30, 2014 there was a \$100,000 line of credit available through a commercial bank. The line of credit carries an interest rate of 4.13% as of June 30, 2014. At June 30, 2014 and 2013 there was \$36,305 and \$37,800, respectively, outstanding on this credit line.

Note 11 – Subsequent Events:

Subsequent events have been evaluated thru January 9, 2015, which is the date the financial statements were available to be issued.

Serenity Place Board of Directors – FY2016-2017

NAME	BUSINESS ADDRESS
Roger Beauchamp	Southern NH Services 40 Pine Street Manchester, NH 03103 603-668-8010
Jeff Benson	VP/CIO Bellwether Community Credit Union 425 Hooksett Road Manchester, NH 03104 603-429-4709 Jeff.benson@bccu.org
Tiffany Cavanaugh Treasurer	Baker, Newman & Noyes, CPA 650 Elm Street #302 Manchester, NH 03101 603-626-2242 tcavanaugh@bnncpa.com
Mary Constance	Camp Allen 56 Camp Allen Road Bedford, NH 603-622-8471 mary@campallennh.org
John FitzGerald, III President	Patch & FitzGerald, P.A. 25 Bay Street Manchester, NH 03104 603-647-2600 jfitz@patchfitz.com
Ross Kukish Secretary	Greeley Farms Landscaping 136 Temple Road Wilton, NH 03086 603-654-3990
Anthony Messina	Maloney & Kennedy, PLLC 15 Dartmouth Dr. #203 Auburn, NH 03032 603-624-8819 amessina@maloneyco.com
Michael O'Shaughnessy Vice- President	McDonough & O'Shaughnessy 1800 Elm Street Manchester, NH 03104 603-669-8300
Russ Ouellette	Sojourn Partners 2 Bedford Farms Drive, #102 Bedford, NH 03110 603-472-8103 russ@sojournpartners.com

Serenity Place Board of Directors – FY2016-2017

Barbara Potvin	Keller Williams Realty 168 S. River Rd., Ste. 1 Bedford, NH 03110 603-965-2992 (W) 603-620-2103 (C) barbarapotvin@kw.com
Bobby Schultz	Nashua High School Retired Teacher (working PT)
Alan Villeneuve	Pidella Corp. 938 Back Mountain Road Goffstown, NH 03045 603-497-2211
Kevin Winn	Redblack Software LLC 2 Bedford Farms Drive #102 Bedford, NH 03110 Kwinn.12301@gmail.com

All Board Meetings are the 3rd Thursday of the month at 4:15 p.m.
No Board Meetings during the months of July and December.

Sharon Drake

OBJECTIVE

Management level leadership position utilizing community relations, program development, housing oversight, grant writing, networking, fund development, financial, strategic planning/thinking, collaborative processing, board development/management, and managerial experience with opportunity for high community impact and personal growth.

November 2008 to Present – *CEO, Serenity Place, Manchester, NH*

Directly responsible for the administration, development, management and operations of Serenity Place's education programs, withdrawal management program, transitional living programs, intensive outpatient program, open access program, and the REAP (DUI) program according to established policies and procedures.

- Directly manages all aspects of \$1.6M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Responsible for building visibility of agency, programs, and public policy positions and community impact.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 45 total full and part time staff).
- Provides direct supervision and leadership to the Management Team who oversees all day-to-day operations, programs, and clinical functions (consists of Controller/HR Officer, Development Director, Clinical Director, and Program Director).
- Assists the Board of Directors in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, Affordable Care Act, etc.).
- Works with the Board of Directors in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Directors on all Serenity Place activities.

December 2007 to November 2008 - *Executive Director, Women's Business Center, Portsmouth, NH*

- Member organization for over 350 woman-owned businesses.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are accomplished.
- Directly proposes and manages all aspects of the WBC annual budget (\$300,000+) including state, federal and private foundation grant writing, fundraising, event planning, donor relations, reporting to all funders/donors, etc.
- Manages development and delivery of curriculum related to programs for members and the public.
- Creates and manages database systems to track all counseling, training, membership demographics, and donor information.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff.
- Manage the image of the WBC and advocating for women business owners.
- Increasing WBC visibility through marketing and publications.
- Reports directly to the Board of Directors.

March 1996 to August 2007 – *Program Director, New Hampshire Community Loan Fund, Concord, NH NH Statewide IDA Collaborative: Assisted low-income individuals to save more than \$1 Million and purchase more than \$30 Million in assets.*

- Program creation and development which has included policies and procedures, template and forms, and handbook.
- Recruitment of local community partner organizations (more than 20) statewide which has included training of local organization staff.
- Grant writing/fundraising – more than \$1.7 million in federal program funds and nearly \$6 million in public/private funds including CDFA tax credits.
- Managed development of Access Database Management System for tracking of individual savings, match, funds raised, demographic, training, and other information for reporting purposes.
- Problem-solve and network with all partners through daily contact and/or quarterly Community Partner Meetings.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Traveled nationally as an expert in the field.

Home of Your Own Program: Assisted 81 low-income individuals to become homeowners.

- Program development which has included process for delivering homebuyer education to individuals with disabilities and their support teams.
- Created financial packages for potential homeowners and worked closely with lending partners and closing agents through the purchase process.
- Working closely with area agencies for developmental services and other vendor organizations statewide.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Grant writing/fundraising – more than \$1 million in funds for down payment, closing costs, and rehab associated to purchase through local and regional foundations and the Federal Home Loan Bank of Boston's Affordable Housing Program.
- Supervise and train all in-house staff associated to program.
- Maintain and manage external relations with financial institutions and funding partners which include NH Housing Finance Authority, NH Bureau of Developmental and Behavioral Health Services, NH Developmental Disabilities Council, foundations, etc.
- Understand and educate teams on housing issues as it relates to individual budgets and Medicaid funding.

Transitional Housing and Special Needs Housing Program: Assisted local community organizations to develop loan request packages to NHCLF. After approval of loans, provided long-term technical assistance and portfolio management.

Education:

- Notre Dame College, Manchester, NH – Bachelor of Science Degree in Psychology, Graduate May 1999
- New Hampshire Technical Institute, Concord, NH – Associate in Science Degree in Human Services, Graduate August 1994
- Graduate and Ongoing Student at NeighborWorks® America Training Institutes (transcript of courses completed available upon request)

Other Activities:

- Past Chair, Governor Appointed Position on the Emergency Shelter & Homeless Coordination Commission (Member since 1994, Chair since 2006) (Commission disbanded 2011)
- Certified Instructor National Crisis Prevention & Intervention Institute since 1995
- 2005 Graduate Institute for Nonprofit Management Antioch New England Graduate School
- 1995 Graduate Dale Carnegie Course – Highest Achievement Award Recipient
- 1995 Graduate Leadership Concord, Concord Chamber of Commerce
- 2012 Graduate Leadership Manchester, Greater Manchester Chamber of Commerce
- Current Board Member: Healthcare for the Homeless/CMC, Manchester, NH and PACE (Professional Association of Council Executives), Washington, DC

Dominic Donahue, NCC, LMHC, LADC 1, CADAC.

Objective

A challenging position as that would provide support, education and awareness to individuals.

Summary of Qualifications

- * Excellent communication skills, both oral and written needs of others
- * Experience with curriculum development and implementation
- * Effective Presentation Skills
- * Management leadership and organizational skills
- * Extensive experience in crisis intervention
- * Substantial understanding of the dynamics of domestic violence.

Professional Accreditation

- * Nationally Certified Counselor (NCC)
- * Certified Clinical Mental Health Counselor (CCMHC)
- * Certified Alcohol and Drug Abuse Counselor (CADAC) and (LADC I)
- * Certified Co-Occurring Disorder Professional- Diplomate (CCDP-D)
- * Substance Abuse Professional (SAP) Department of Transportation Certification
- * Approved Clinical Supervisor certified (ACS)
- * Certified Batterer's Intervention Counselor
- * Spiritual Care giving to Help Addicted Persons and Families Certificate
- * Substance Abuse Counseling Certificate
- * Certified HIV/AIDS Educator
- * Criminology Certificate
- * CPR and First Aid Certified

Professional Background

Serenity Place, Manchester, NH

2014 – Present

Clinical Director

- Direct supervision of clinical programs and personnel.
- Assist in developing and supervising provisions of all clinical records and programs offered by the Agency.
- Assist with grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Screen, train, and supervise existing and new staff to develop and build an effective organization.
- Proficient in Evidence Based Practices.
- Retain working relationship with organizations, service providers, and other agencies.
- Maintain a high level of professional and ethical standards.
- Schedules and leads regular case conferences. Promotes and maintains an atmosphere which encourages and facilitates a client review process to ensure coordinated, comprehensive, and individualized provision of client services.
- Oversees the training of new employees in the Staff Code of Ethics and confidentiality policies.

Roxbury Community Health Care Center, Roxbury, MA

2012-2013

Senior Clinician/ Suboxone Program Coordinator

- Provide assessment, diagnosis, and treatment for psychological illness and Substance Abuse through case management, individual, group, family and marital Psychotherapy, consultation, education and prevention to promote maximum benefits from the services provided.
- Attend, present and complete necessary documentation for case management team meetings
- Conducting clinical assessments of individuals, couples and families.

- Conduct substance abuse groups and explore symptoms, underlying causes and consequences to the individual, couples and families.
- Focused on discussing behavior responsibility, motivation and attitudes in achieving redirected behavior.

Arbour Counseling Services: Allston, Ma

2004-2012

Program Director-School-Based Program

- Supervised 10-15 Clinicians weekly while working with K-12 students within Boston Public Schools
- Conducted individual as well as group counseling sessions for students facing behavioral and developmental problems
- Conducted seminars/workshops for Teachers and Parents on Developmental and adjustment issues in classroom.
- Conducted several seminars for parents and suggested ways to overcome the behavioral problems of their children.
- Acted as a successful link between students, their teachers and parents.
- Maintained all records and all billing issues related to program development.

HRI, Arbour Hospital. Brookline, MA

2002-2004

Triangle PHP Clinical Coordinator

- Provided high end clinical work and treatment services to patients with complex psychosocial needs and Substance abuse diagnosis's independently as well as in group therapy.
- Evaluated patients at admission and formulated appropriate treatment plans.
- Took a fundamental role in coordinating services with the interdisciplinary team and community agencies to ensure appropriate patient care.
- Provided ongoing case management along with advocacy services for patients with medically related social and emotional problems.
- Re-evaluated at appropriate intervals with patients and maintained electronic records in accordance with Hospital and State regulations.

Spectrum Health Systems, Inc. Somerville, Ma

2001-2002

Clinical Director –Spectrum Shelter for Boys.

- Provided emergency services with day services for children ages 11-18 in a stabilization program.
- Provided necessary supervision and administration to 30 clinical and staff employees.
- Initiate and formulate treatment planning and discharge planning.
- Offered various kinds of family therapy instructions with psychology internship programs.
- Worked as the responsible authority for all aspects of admissions, clinical care, and crisis work along with psychiatric day services for children with severe mental health and development problems.
- Supervised treatment action for 30 clients for a 45 day period along with educational and clinical needs.

“Reaching out to Women”, Lynn, Ma

2000-2001

Senior clinician

- Performed individual and group substance abuse counseling psychotherapy
- Conducted court-ordered evaluations and conducted specialized assessments for Court mandated women
- Worked with women on issues around trauma, domestic violence, and substance abuse, evaluated and reported progress.

Tri-City Mental Health & Retardation Center, Lynn, Ma.

1999-2001

Group Facilitator in Batterer's Intervention

- Conducted batterer's intervention group using Deluth Model of Intervention.
- Conducted individual assessments and ongoing treatment involvement
- Managed a high caseload (up to 45)

Essex County Correctional Facility, Middleton, Ma

1997-1999

**Alternatives to Domestic Violence & Abuse Program
Program Director**

- Tracking record of the domestic violence cases with administration for parole and probation departments.
- Receiving cases from other units and prisons and classifying them according to given parameters.
- Conducting batterer's intervention groups within a jail setting.
- Supervising all staff clinical and officers.
- Supervising progression with enforcement of legal policies and codes.

Serenity Supportive Housing, Topsfield, Ma.

1995-1997

Assistant Program Director

- provided counseling to HIV infected patients and motivated them for a healthy happy life
- Delivered lectures on the role of society towards HIV patients
- Conducted HIV tests and both pre and post counseling sessions for individuals.
- Conducted HIV/AIDS educational workshops for college students.

Educational Background

- * **Doctor of Clinical Psychology Candidate , January 2010-present**
California Southern University
- * **Masters of Science in Clinical Psychology May 2004**
Salem State College Salem, Ma, U.S.A
- * **New England School of Addiction Studies, summer 2000.**
University of Eastern Connecticut, Willimantic, CT.
- * **Masters of Education in Integrated Studies, 2000**
Cambridge College, Cambridge, Ma, U.S.A
- * **Graduate Courses in Psychology, 1998**
University Of Massachusetts at Boston, Boston, Ma. U.S.A.
- * **Bachelor of Arts degree in Sociology and Folklore 1994**
Memorial University of Newfoundland, St. John's, Newfoundland
- * **Bachelor of Education (Adult Education), Sept. 2005-present.**
Memorial University of Newfoundland, St. John's Newfoundland
- * **Associate's Degree in Science. Major in Drug and Alcohol Rehabilitation, 1996**
North Shore Community College, Danvers, Ma. U.S.A

References Available upon Request

Stephanie H. Bergeron

Education

Master of Science – Organizational Leadership, Southern New Hampshire University,
Manchester, NH 2010

Bachelor of Fine Arts – Visual Arts, New Hampshire Institute of Art, Manchester, NH 2003

Work History

March 2013 – Present, Serenity Place, Manchester, NH
Chief Operations and Development Officer

Responsibilities:

- ◆ Agency oversight as a member of Executive Management Team of a non-profit drug and alcohol treatment and recovery center
- ◆ Manage grant and proposal writing.
- ◆ Maintain compliance with federal, state, and local regulations.
- ◆ Oversee screening, training, and supervising of existing and new staff to develop and build an effective organization.
- ◆ Retain working relationship with organizations, service providers, and other agencies.
- ◆ Maintain a high level of professional and ethical standards.
- ◆ Reports to CEO on program development, fiscal budgetary status, and proposed operational changes as required.
- ◆ Assists in preparation of annual operating budget with CEO and Controller.
- ◆ With Clinical Director, oversees the training of new employees in the Staff Code of Ethics and confidentiality policies.
- ◆ Assists in managing the physical plant(s).
- ◆ Assists the management of development and implementation of internal policies and procedures with the CEO.
- ◆ Identifying agency, staff, and client needs and securing appropriate funding and resources.
- ◆ Data collection, evaluation, and reporting on agency programs
- ◆ All fundraising activities including annual fund, major gifts and event sponsorships for agency with \$1.6 million+ budget
- ◆ Working with Board of Directors on fundraising and resource building strategies
- ◆ Researching, writing, and reporting on all federal and foundation grants for the agency
- ◆ Creating annual development plan and development budget
- ◆ Creating annual marketing plan with Marketing & Development Committee
- ◆ Maintaining agency external communications and media outreach
- ◆ Overseeing the Event Committee to organize all special events and related activities
- ◆ Managing agency website content and social media outreach

- ◆ Maintaining fundraising database and mailing list
- ◆ Developing staff training with Management Team
- ◆ Identifying and stewarding community partnerships
- ◆ Interviewing new employment candidates

**September 2005 – February 2013 Southern New Hampshire University, Manchester, NH
Assistant Director of Foundation and Corporate Relations**

Responsibilities:

- ◆ Researching and identifying governmental and foundation/corporate grant opportunities
- ◆ Contacting program officers and appropriate personnel
- ◆ Connecting with corporate partners for sponsorships
- ◆ Project Management- Writing, preparing, and coordinating with faculty and staff experts large foundation and federal grant proposals and projects
- ◆ Raising \$1.2 million yearly in foundation, corporate and federal grants
- ◆ Maintaining grant proposal calendars
- ◆ Grant reporting: Maintaining grants report calendar, coordinating and writing reports, running Accounts Payable reports for expenses to ensure correct reporting
- ◆ Budget disbursement of new grant funds: Determining with other staff/faculty the disbursement of funds, tracking grant funds through Accounts Payable and Institutional Advancement to ensure they are expensed and recorded correctly in Raiser's Edge
- ◆ Data collection and reporting to Executive Team and Board of Trustees
- ◆ Developing and administering grant workshops and trainings for faculty and staff
- ◆ Supervising and training student workers
- ◆ Supervising departmental budget
- ◆ Liaison between Institutional Advancement, Accounts Payable and the University President's Office
- ◆ Work closely with Director to develop funding strategies related to the University's strategic plan
- ◆ Work closely with Development and Alumni Relations to cultivate funding strategies and community outreach opportunities

**September 2000 – September 2005 New Hampshire Institute of Art, Development
Assistant**

Responsibilities:

- ◆ Researching and writing grants
- ◆ Managing the annual fund
- ◆ Recording all gifts received by the Institute and sending acknowledgement
- ◆ Working with the President's office to organize events, lectures, and visiting artists
- ◆ Organizing exhibition receptions
- ◆ Assist with gallery activities including exhibition shipping, installation, and labeling
- ◆ Writing and distributing all press releases
- ◆ Creating commencement publications and exhibition promotional materials
- ◆ Maintaining the database and mailing lists
- ◆ Assist in all exhibition activities
- ◆ Organizing events for Student Activities Council
- ◆ Training and managing student volunteers
- ◆ Providing tours with historical background to visitors, including large groups

Professional Development and Memberships

Association of Fundraising Professionals (AFP) - Member

Council for Advancement and Support of Education (CASE) – Member

Southern New Hampshire University Professional Enrichment Program (PEP)

Nonviolent Crisis Intervention Training Program

Vicarious Trauma in the Workplace

Boundaries and Ethics for Clinical Environments

Boards

Manchester City Library Foundation, Director 2008-2011

Jamie Hill

Objective

To continue my career with an organization that will utilize my Management, Finance and Administrative skills to benefit mutual growth and success.

Experience

Serenity Place - Controller

January 2016 - Present

- Prepare and analyze financial statements and reports.
- Plan, coordinate and participate in auditing assignments.
- Perform day-to-day procedures important to Serenity Place's financial operations.
- Prepare all journal entries and reconcile general ledger & subsidiary accounts.
- Reconcile all cash accounts to bank statements and prepare supporting schedules on a monthly basis.
- Monitor deferred revenue from various lines of business.
- Update customer receivables to reflect billing to insurance.
- Manage cash flow daily, prepare cash flow forecast and review with CEO weekly.
- Reconcile temporarily restricted assets and prepare monthly revenue reports to review with the CEO.
- Prepare annual and mid-year budgets.
- Maintain a schedule of fixed assets and record monthly depreciation, disposals and additions; coordinate physical inventory of assets.
- Assist in preparation of year-end audit reports and schedules.
- Assist in open enrollment meetings with broker, CEO and HR to negotiate costs of benefit plans offerings for staff.
- Oversee Accounts Payable, Accounts Receivable and Payroll functions.
- Provide supervision to staff directly assigned to Accounting Department.
- Responsible for relationships with all vendors.
- Contribute to a respectful and collegial work place atmosphere while actively advancing the mission of Serenity Place.

Control Technologies - Accounting Assistant

July 2015 - January 2016

- Manage payroll processing for 100+ employees in CA, MA and NH.
- Process tax payments and 401K deferral payments.
- Report certified payroll to sub-contractors and government agencies.
- Monthly contract billing.
- Various office tasks as needed.

Accountemps – Salaried Professional Sr. Accountant

July 2014 – July 2015

- Assist clients with various accounting/finance needs and projects

WhippleHill Communications

- Assisted client with acquisition and transfer of Human Resources and Payroll to Parent Company.
- Assisted CFO and Senior Accountant with Payroll, Benefits Management, Accounts Payable, Accounts Receivable, Bank Reconciliations, Balance Sheet Reconciliations, Vacation Accruals, Budgeting and P&L reporting.

Bauer Hockey

- Assist client with staff deficit in the Accounts Payable department.
- Duties include, but not limited to: Process weekly check/wire payments, update daily cash, process audit files for bank, process/audit employee expense reports, update international currency rates, process journal entries and update accrual files.

Gigunda Group, Inc. – Director of Finance

March 2012 – May 2014

- Supervise, Manage and Mentor the Finance and Administration department by utilizing their skills and strengths and ensure the accurate reporting of the corporate financials.
- Review program budgets with Account Services and Sales teams to ensure maximum profitability on programs.
- Forecast monthly budgets and analyze monthly expenses to provide CEO and CFO with monthly/quarterly profit and loss reporting along with giving an analysis of the budget vs. actual variances.
- Report current and future revenue pipeline on weekly basis and provide profit and loss estimates to CEO and CFO on a regular basis.
- Established controls and policies for corporate expenses and credit card purchases.
- Manage HR benefits, 401k, employee contracts, Non-Disclosure agreements, Independent contractor agreements, corporate insurance, yearly accounting review/audit, and ensure the corporate taxes were prepared and filed in a timely manner.

Gigunda Group, Inc. – Accounting Assistant

January 2008 – March 2012

- Ensure the accurate entry of all accounts payable and payroll transactions.
- Managed relationships with vendors and clients by ensuring the timely payment of vendor invoices and accurately invoicing clients.
- Manage HR files of 75 – 200 employees, including employee contracts, background checks, state/federal forms, wage garnishments and benefit eligibility.
- Managed the CEO's related party companies and established their corporate books and payroll on Quickbooks.

Manchester Radio Group – Assistant Business Manager

May 2002 – June 2007

- Ensure the accurate entry of all accounts payable, payroll and customer payments.
- Managed weekly cash and forecast reporting to corporate office.
- Managed relationships with vendors by ensuring the timely payment of vendor invoices.
- Manage HR files of approximately 20 employees, including employee contracts, state/federal forms, wage garnishments and benefit eligibility.
- Established controls to ensure compliance with Sarbanes Oxley rules and regulations.
- Managed yearly audit with outside auditors.

Education

Hesser College – Associates in Accounting

January 2001 – May 2003

Pursued my passion for numbers and analyzing problems.

Skills

Verbal and written communication, partner relationship management, attention to detail and organized, self-sufficient and proactive, presentation experience, ability to train others, analytical thinking and planning, accuracy and attention to detail, organizational and prioritization, leadership.

Computer Applications

QuickBooks Pro, QuickBooks Enterprise, Intuit Payroll, Peachtree, Macola, NetSuite, MS Word, MS Excel, MS PowerPoint, ADP, Ceridian, SAP, Trac, Maxwell.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sharon Drake	CEO	\$72,800	0%	0%
Dominic Donahue	Clinical Director	\$68,000	0%	0%
Stephanie Bergeron	COO	\$68,000	0%	0%
Jamie Hill	Controller	\$55,000	0%	0%



22 mac

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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

June 6, 2016

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

G&C Approved

Date 6/29/16
Item # 22

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into agreements with the vendors listed in the table below to expand the substance use disorder treatment service infrastructure, statewide, in an amount not to exceed \$4,180,800, effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later, through June 30, 2017. 25% General Funds/ 75% Federal Funds.

Vendor Name	Address	Vendor Number	Amount
Families in Transition	122 Market St Manchester, NH	157730	\$531,100
Greater Nashua Council on Alcoholism	45 High St Nashua, NH	166574	\$480,000
Manchester Alcoholism Rehabilitation Center	555 Auburn St Manchester, NH	177204	\$1,635,900
National Council on Alcoholism and Drug Dependence/ Greater Manchester	101 Manchester St Manchester, NH	177265	\$207,700
Riverbend Community Mental Health, Inc.	3 North State St Concord, NH	177192	\$868,300
Seacoast Mental Health Center, Inc.	1145 Sagamore Ave Portsmouth, NH	174089	\$457,800
		Total:	\$4,180,800

Funds to support this request are available in the following account for State Fiscal Year 2017.

05-95-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL, SVCS, CLINICAL SERVICES (25% General Fund and 75% Federal Funds)

EXPLANATION

The purpose of this request is to expand the substance use disorder treatment service infrastructure, statewide.

Similar to other states, New Hampshire is in the middle of an opioid epidemic. The epidemic includes 327 overdose deaths in 2014 and 400 or more overdose deaths expected for 2015. These circumstances have led to the State having limited capacity to provide substance use disorder treatment services. Recent changes in Federal and state legislation, such as the Mental Health Parity and Addictions Equity Act and the Affordable Care Act, have allowed for a significant increase in funds that are available to expand resources for substance use disorder treatment services. It is critical that substance use disorder treatment services providers rapidly develop and expand resources available in order to meet the public's demand for these needed services. The Department believes that an expansion in substance use disorder treatment services will result in increased access to services as well as a decrease human and economic costs to the State.

A Request for Proposals was published on the Department's website from January 4, 2016 through February 12, 2016. The Department received eleven (11) proposals, which were scored by a team of individuals within the Department who had expertise in the field of substance use disorder treatment services and the public's need for expanded services. The six (6) top scoring vendors were selected to enter into contract negotiations. The bid sheet is attached.

Vendors will provide services that support the Resiliency and Recovery Oriented Systems of Care by operationalizing the Continuum of Care Model. These systems of care support person-centered and self-directed approaches to care, which build on the strengths and resilience of individuals, families and communities. These approaches encourage individuals affected by substance use to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems.

Vendors will expand the current substance used disorder treatment services infrastructure by either expanding current services or providing new services to individuals experiencing substance use disorders. All services include a method to screen potential clients and a method of obtaining clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October of 2013. These agreements expand current substance use disorder treatment services infrastructure by offering services such as:

- Intensive Outpatient Treatment services that provide intensive and structured individual and group alcohol and/or other drug treatment services and activities.
- Partial Hospitalization services that provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders.
- Residential Treatment services that are provided in a facility that is appropriately licensed by the Department's Health Facilities Administration, which may include Transitional Living Services; Low-Intensity Residential Treatment Services; High-Intensity Residential Treatment Services; and/or Medium Intensity Residential Treatment Services.
- Withdrawal Management services that provide a combination of clinical and/or medical services that assist in stabilizing the client while undergoing withdrawal from drugs and/or alcohol.

Vendors may provide innovative programs that assist individuals or groups of individuals to achieve treatment objectives through programs that integrate substance use disorder treatment and recovery support services with other services such as physical and mental health services. Some innovative programs may have components that use Technology Based Care that may include video

conferencing; internet-based treatments; and/or mobile device applications. All services include ongoing monitoring and quality improvement activities to ensure the standard of care for clients continuously improves.

Should the Governor and Executive Council not approve this request, the Department's overall response to the public need for an increase in substance use disorder treatment services will be negatively impacted.

Area Served: Statewide.

Source of Funds: 25% General Funds

75% Federal Funds (CFDA # 93.959 FAIN TI010035-15 U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG)

In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



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

SUD Treatment Infrastructure Expansion
 RFP Name

16-DHHS-DCBCS-BDAS-04
 RFP Number

Bidder Name

1. Behavioral Health and Developmental Services
2. Families In Transition
3. Greater Nashua Mental Health Center
4. HALO Educational Systems
5. Headrest, Inc.
6. Keystone Hall
7. Manchester Alcoholism Rehabilitation Center dba Farnum Center
8. Riverbend Community Mental Health, Inc.
9. Seacoast Mental Health Center
10. Serenity Place
11. The Mental Health Center of Manchester

Reviewer Names

1. Lauren Quann, Program Specialist IV
2. Paul Kiernan, Program Specialist IV
3. Jaime Powers, Administrator I
4. Jim Dall, Director of Program Support
5. Donna Ferland, Administrator III
- 6.
- 7.
- 8.
- 9.

Pass/Fail	Maximum Points	Actual Points
	305	121
	305	276
	305	192
	305	148
	305	175
	305	234
	305	223
	305	241
	305	213
	305	253
	305	177

Subject: Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion (16-DHHS-DCBCS-BDAS-04-02)

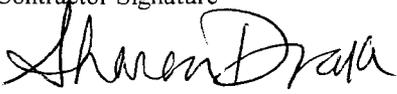
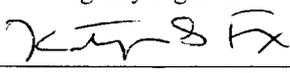
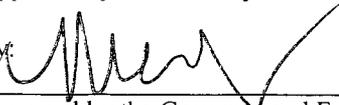
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name National Council on Alcoholism and Drug Dependence/Greater Manchester		1.4 Contractor Address 101 Manchester Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 625-6980	1.6 Account Number 05-95-491510-2990	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$207,700
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory NCADD/6m Sharon Drake CEO	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> On <i>May 17, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be a person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.2.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director Date: <i>5/19/16</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>Megan A. Fode - Attorney 5/23/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

1. Provisions Applicable to All Services

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

2. Scope of Services

2.1. The Contractor shall operationalize the Continuum of Care Model by providing services that support the Resiliency and Recovery Oriented Systems of Care (RROSC), which supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems.

2.2. The Contractor shall expand the infrastructure capacity to provide substance use disorder (SUD) treatment services. Expansion of available services shall include, but not be limited to:

2.2.1. Expanding capacity in the adult Intensive Outpatient Program (IOP, ASAM Level 2.1) for men ages 17 years and older determined to need more than outpatient counseling but do not require residential treatment. Services shall be delivered over no more than sixteen (16) weeks and include but are not limited to:

2.2.1.1. Nineteen (19) collaborative group meetings.

2.2.1.2. Four (4) to six (6) individual counseling sessions.

2.2.1.3. Family meetings.

2.2.1.4. Aftercare services

2.2.1.5. Referral services.

2.2.1.6. Meetings three (3) nights per week for three (3) hours per night during the first six (6) weeks.

2.2.1.7. Meetings one (1) evening per week for one (1) to three (3) hours for the remaining ten (10) weeks, which includes one (1) to one (1) counseling sessions.

2.2.2. Adding new Partial Hospitalization Program (PHP, ASAM Level 2.5) treatment services that deliver a specifically designed level of care intended to meet the unique needs of adults who are experiencing psychiatric systems and/or substance use disorder problems that impair daily functioning. Services shall be available to clients who



Exhibit A

are in need of intense and structured programming, but are not in need of 24-hour continuous care. The Contractor shall:

- 2.2.2.1. Ensure PHP services are provided to clients for a minimum of twenty (20) hours per week, in accordance with individual treatment plans, which includes a range of outpatient treatment and recovery support services.
- 2.2.2.2. Ensure PHP services offer immediate access to a safe, structured environment that enables the individual to return to their residence at night to maintain family relationships.
- 2.2.2.3. Ensure case management services assist individuals with identifying and addressing services needs beyond substance use disorder treatments.
- 2.2.3. Adding new Outpatient Withdrawal Management Program services for individuals who do not clinically require residential treatment services but do have the ability to manage their withdrawal process in an outpatient setting as defined in ASAM Criteria 1-WM. The Contractor shall ensure services include, but are not limited to:
 - 2.2.3.1. Clinically managed treatment services, including individual, group and family counseling.
 - 2.2.3.2. Appropriate physician referrals for individuals interested in medication assisted treatment.
 - 2.2.3.3. Group counseling sessions on a variety of topics for individuals and families.
 - 2.2.3.4. Daily recovery groups and activities as well as case management to assist clients with referrals and treatment planning for the next stage of recovery.
 - 2.2.3.5. Access to services available through the Wrap Around Care Initiative described in Section 2.2.4
- 2.2.4. Expanding capacity in Wrap Around Care Initiative services, which include, but are not limited to:
 - 2.2.4.1. Assisting individuals with developing recovery action plans in order to determine the appropriate level of care at the time of inquiry, while concurrently addressing medical, mental health and social issues.
 - 2.2.4.2. Ensuring clinically managed peer recovery support and community advocacy services are available on a walk-in basis from 8AM to 8PM, 7 days per week. The Contractor shall ensure:



Exhibit A

- 2.2.4.2.1. Recovery Care Specialists are accessible to individuals receiving services from 8:00AM to 8:00PM, seven (7) days per week.
- 2.2.4.2.2. Calls received after 8:00PM are answered by qualified staff who shall assist callers by completing Immediate Needs Assessments to determine the next course of action.
- 2.2.4.2.3. Local emergency departments have the ability to contact the 24-7 Wrap-Around Staff to dispatch on-call clinicians, as needed.
- 2.2.4.3. Ensuring trained peer support workers are available to conduct an initial screen and an Immediate Needs Assessment.
- 2.2.4.4. Providing case management, which includes on-the-spot referrals and appointment scheduling.
- 2.2.4.5. Ensuring individuals have access and connect to specialty services that may not be available through the Contractor.
- 2.2.4.6. Addressing issues that may be present in the individual's life either by referral or directly by the case manager and/or clinician assigned to the recovery plan, which may include but are not limited to:
 - 2.2.4.6.1. Domestic violence.
 - 2.2.4.6.2. Trauma.
 - 2.2.4.6.3. Child welfare.
 - 2.2.4.6.4. Legal issues.
 - 2.2.4.6.5. Loss of employment concerns.
- 2.2.4.7. Ensuring peer support workers and Recovery Coaches are available to meet with individuals on a daily basis in order to:
 - 2.2.4.7.1. Provide assistance to each individual with adherence to his/her recovery action plan.
 - 2.2.4.7.2. Offer emotional support.
 - 2.2.4.7.3. Assist with meeting attendance requirements.
- 2.2.4.8. Providing additional recovery support services and integrated case management in order to assist individuals with accessing physical and mental health services, as well



Exhibit A

as other supports needed to achieve recovery and overall wellness goals.

- 2.2.4.9. Utilizing technology based components that are HIPAA and 42CFR, Part 2 compliant, as appropriate, for peer support work as well as case management.
 - 2.2.4.10. Providing access to Wrap Around groups and services to any individual on a waitlist at any agency.
 - 2.2.4.11. Referring individuals who complete residential programs to Wrap Around for continued case management and recovery support services.
 - 2.2.4.12. Ensuring individuals who require residential treatment, in accordance with ASAM criteria, remain at the facility until a bed is available or a safe environment with appropriate supports is available.
- 2.3. The Contractor shall provide innovative programs that assist individuals or groups of individuals with achieving treatment objectives through programs that integrate SUD treatment and recovery support services with other services, which may include physical and mental health services. The Contractor shall provide residential programming that includes, but is not limited to:
- 2.3.1. Withdrawal Management services as defined as ASAM Criteria Level 3.7-WM. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
 - 2.3.2. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
 - 2.3.3. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Residents typically work in the community and may pay a portion of their room and board.
 - 2.3.4. Transitional Living Services provide residential substance abuse treatment services designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be



Exhibit A

- delivered by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MLADC) or unlicensed counselor working under the supervision of a LADC or MLADC and 2 hours must be delivered by a Certified Recovery Support Worker (CRSW). The maximum length of stay in this service is 6 months. Residents typically work in the community and may pay a portion of their room and board.
- 2.3.5. Case Management Services to assist clients in identifying and addressing service needs beyond substance use disorders treatment.
- 2.4. The Contractor shall ensure services include ongoing monitoring and quality improvement activities to ensure the standard of care for clients continuously improve, which include but are not limited to:
- 2.4.1. Shift Change Reports that are completed at the beginning of each shift, 3 times per day. The Contractor shall ensure:
- 2.4.1.1. The outgoing shift reports any incidents, which may include but are not limited to, behaviors, client choices and treatment team decisions in order to keep each shift fully informed while providing a consistent delivery of service 24 hours per day, 7 days per week.
- 2.4.1.2. Waitlists are reviewed.
- 2.4.1.3. Interim service engagement is monitored.
- 2.4.1.4. Staffing levels/issues are discussed.
- 2.4.2. Treatment Team Meetings take place at 3:00 PM every day, Monday through Friday. The Contractor shall:
- 2.4.2.1. Ensure Treatment Teams include, but are not limited to:
- 2.4.2.1.1. Outgoing first shift staff members.
- 2.4.2.1.2. Incoming second shift staff members.
- 2.4.2.1.3. Senior Clinician.
- 2.4.2.1.4. Case manager.
- 2.4.2.1.5. Clinical Director.
- 2.4.2.2. Ensure discussions at meetings focus on problems encountered in relation to a client's specific behaviors, treatment goals, case management goals and choices in order to resolve these problems.



Exhibit A

- 2.4.2.3. Team Meetings are clinically based and provide an opportunity to promote development of specified skills and competencies, which bring about:
 - 2.4.2.3.1. Measurable outcomes.
 - 2.4.2.3.2. Increased levels of accountability in all programs.
 - 2.4.2.3.3. Professional nurturing.
 - 2.4.2.3.4. Personal development, as appropriate.
- 2.4.3. Case Conference monthly meetings that are a forum in which treatment plans and aftercare/discharge planning are discussed; goals are set; and objectives are communicated. The Contractor shall ensure Case Conferences are attended by:
 - 2.4.3.1. The case manager.
 - 2.4.3.2. The counselor.
 - 2.4.3.3. The direct care staff (CRSW).
 - 2.4.3.4. The client.
 - 2.4.3.5. The client's family members of choice.
- 2.4.4. Quality Assurance/Improvement through a three-pronged process, that includes:
 - 2.4.4.1. Weekly spot checks by the Clinical Director and Senior Clinician.
 - 2.4.4.2. Monthly checks of 10% of the months' records (open and/or closed) by the Treatment Team.
 - 2.4.4.3. Quarterly review of clinical written records by the QA/Improvement Committee. The Contractor shall ensure:
 - 2.4.4.3.1. Any corrective action to be taken is documented, including but not limited to the specific action and timeframe for completion.
 - 2.4.4.3.2. The Clinical Director and/or Senior Clinician follow up with QA/Improvement committee to ensure satisfactory correction/completion.
- 2.4.5. Senior Management Team meetings conducted once per week or more often, as needed, to address areas of concern with action steps and timeframes for completion. The Contractor shall ensure Senior Management Team meetings include:



Exhibit A

- 2.4.5.1. CEO.
- 2.4.5.2. Chief Operations and Development Director.
- 2.4.5.3. Clinical Director.
- 2.4.5.4. Controller.

3. Staffing

- 3.1. The Contractor shall expand current services by hiring additional staff or expanding current part-time staffing resources to provide services, which shall include, but not be limited to:
 - 3.1.1. Two (2) full-time Recovery Care Specialists (CRSW).
 - 3.1.2. One (1) MLADC.
 - 3.1.3. One (1) Clinical Case Manager.
 - 3.1.4. On-call per-diem LADC positions which will be spread among as many as three (3) additional LADCs.
- 3.2. The Contractor shall ensure all staff participate in training, which includes but is not limited to:
 - 3.2.1. The Employee Handbook, which must be read by the employee who signs a statement that the Handbook has been read, which outlines:
 - 3.2.1.1. Agency's policies.
 - 3.2.1.2. Code of conduct.
 - 3.2.1.3. Ethical obligations.
 - 3.2.1.4. Confidentiality policies.
 - 3.2.2. Orientation process, which includes:
 - 3.2.2.1. A new employee checklist to familiarize themselves with their physical surroundings as well as the operational components of the facility.
 - 3.2.2.2. Lessons on the Contractor's history, mission and vision as well as becoming familiar with intake and having an understanding of front office procedures in order to become familiar with the agency as a whole.
 - 3.2.3. Shadowing and role modeling opportunities for new employees that include continued communication and updates with Supervisors, the Clinical Director and the senior Management Teams, where:
 - 3.2.3.1. Current staff are responsible for explaining specific job duties to newly hired staff and role modeling specific behaviors.



Exhibit A

- 3.2.3.2. Newly hired staff are encouraged to ask questions and offer suggestions during the training process.
- 3.2.4. Additional trainings that include but are not limited to:
 - 3.2.4.1. First Aid Certification.
 - 3.2.4.2. CPR Certification.
 - 3.2.4.3. Crisis Prevention and Intervention Certification.
 - 3.2.4.4. Incident Report training.
 - 3.2.4.5. Clinical Notes training.
 - 3.2.4.6. Trauma Informed Care training.
- 3.3. The Contractor shall ensure staff development includes, but is not limited to:
 - 3.3.1. One (1) to one (1) supervision and Treatment Team meetings.
 - 3.3.2. Attainment of a CRSW within six (6) to twelve (12) months of hire.
 - 3.3.3. One (1) to one (1) meetings with the Clinical Director to develop an education plan with goals and objectives, which may include secondary education, and to work through any barriers to achieving those goals and objectives, including the allowance of flex scheduling, as needed.
- 3.4. The Contractor shall ensure clinical supervision is provided by the Clinical Director and the Senior Clinician, both of whom shall be dually licensed MLADCs and LCMHCs. Supervision sessions may include, but are not limited to:
 - 3.4.1. Audits of clinical charts.
 - 3.4.2. Identification of delinquencies in documentation.
 - 3.4.3. Case management.
 - 3.4.4. Compliance with organizational standards.
 - 3.4.5. Observation and evaluation of clinical interactions.
 - 3.4.6. Teaching and demonstrating appropriate strategies and techniques.
 - 3.4.7. Interpretation of events and/or incidents.
 - 3.4.8. Coaching, encouragement, and morale building.
 - 3.4.9. Normalizing the difficulty of clinical work.
 - 3.4.10. Reducing professional isolation and uncertainty.
 - 3.4.11. Understanding ethics and boundaries.
 - 3.4.12. Assessment of skills.



Exhibit A

- 3.4.13. Staff development plans.
- 3.4.14. Identifying individual and team strengths.
- 3.4.15. Job performance impairments and skill deficits.
- 3.4.16. Proper process for recordkeeping.
- 3.4.17. Relationship between clinical services.
- 3.4.18. Fee collection and procedures for fee collection (from third party payors or self-pay).
- 3.4.19. Overall fiscal and administrative responsibilities.

4. Reporting

- 4.1. The Contractor shall provide monthly reports to the Department, detailing implementation progress and program outcomes. The Contractor shall:
 - 4.1.1. Provide narrative, electronic reports to the Department that include but are not limited to, information on:
 - 4.1.1.1. Initial staffing updates.
 - 4.1.1.2. Staff training updates.
 - 4.1.1.3. Any barriers or challenges to timely program implementation.
 - 4.1.1.4. Budget to actuals/monthly expenditure of funds.
 - 4.1.1.5. Plan to overcome barriers identified in Section 4.1.1.3 during the following month.

5. Deliverables

- 5.1. The Contractor shall expand current services by hiring additional staff no later than six (6) months from the contract effective date, which shall include, but not be limited to:
 - 5.1.1. Two (2) full-time Recovery Care Specialists (CRSW).
 - 5.1.2. One (1) Clinical Case Manager.
- 5.2. The Contractor shall expand current services by hiring additional staff no later than the contract completion date, which shall include but not be limited to:
 - 5.2.1. One (1) MLADC.
 - 5.2.2. On-call per-diem LADC positions which will be spread among as many as three (3) additional LADCs.
- 5.3. The Contractor shall ensure the ability to provide services to an additional 325 individuals in need of services no later than thirty (30) prior to the contract end-date.



Method and Conditions Precedent to Payment

1. Department access to funding for this project is dependent upon meeting the standards in the Catalog of Federal Domestic Assistance (CFDA) # 93.959 (<https://www.cfda.gov>) U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1, Budget.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided, in accordance with Exhibit B-1 Budgets to expand services in accordance with Exhibit A, Scope of Services.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices for reimbursement of actual costs incurred for the previous month.
 - 4.2. Invoices identified in Section 4.1 must be submitted to:

Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 Pleasant St.
Concord, NH 03301
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transferring amounts between budget line items in Exhibit B-1, Budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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

Bidder/Program Name: National Council on Alcoholism & Drug Dependence Greater Manchester

Budget Request for: Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion

Budget Period: July 1, 2016 through June 30, 2017

Line Item	Total Program Cost			Contractor Share/Match			Total	Direct Incremental
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	\$ 238,994.00	\$ 11,950.00	\$ 250,944.00	\$ 57,519.00	\$ 2,876.00	\$ 60,395.00	\$ 181,475.00	\$ 16,334.00
2. Employee Benefits	\$ 21,511.00	\$ 1,076.00	\$ 22,587.00	\$ 5,177.00	\$ 259.00	\$ 5,436.00	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 950.00	\$ 47.00	\$ 997.00	\$ 950.00	\$ 47.00	\$ 997.00	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,800.00	\$ -	\$ 2,800.00	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ -
6. Travel	\$ 2,500.00	\$ 125.00	\$ 2,625.00	\$ 2,500.00	\$ 125.00	\$ 2,625.00	\$ -	\$ -
7. Occupancy	\$ 20,000.00	\$ 1,000.00	\$ 21,000.00	\$ 20,000.00	\$ 1,000.00	\$ 21,000.00	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -
Subscriptions	\$ 375.00	\$ 79.00	\$ 454.00	\$ 375.00	\$ 79.00	\$ 454.00	\$ -	\$ -
Audit and Legal	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -
Insurance	\$ 1,490.00	\$ 75.00	\$ 1,565.00	\$ 1,490.00	\$ 75.00	\$ 1,565.00	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 500.00	\$ 25.00	\$ 525.00	\$ 500.00	\$ 25.00	\$ 525.00	\$ -	\$ -
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -
11. Staff Education and Training	\$ 1,750.00	\$ -	\$ 1,750.00	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 296,370.00	\$ 14,377.00	\$ 310,747.00	\$ 98,561.00	\$ 4,486.00	\$ 103,047.00	\$ 197,809.00	\$ 19,692.00

Indirect As A Percent of Direct

4.9%

BD
 5/17/16



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

SD

5/17/16



REVISIONS TO GENERAL PROVISIONS

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

SD

5/17/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

101 Manchester St, Manchester, NH 03101
15 Brook St, Manchester, NH 03104

Check if there are workplaces on file that are not identified here. 351 Chestnut St, Manchester, NH 03101

Contractor Name: NCADD/Gm - Serenity Place

5/17/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: NCADD/Gm - Serenity Place

5/17/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: NCADD/GM - Serenity Place

5/17/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: NCADD/GM - Serenity Place

5/17/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

Exhibit G

Contractor Initials SD

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

Date 5/17/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *NCADD/GM - Serenity Place*

5/17/16
Date

Sharon Drake
Name: *Sharon Drake*
Title: *CEO*



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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

Exhibit I



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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

Exhibit I



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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

Exhibit I



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

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

The State

Frank FX
Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

5/19/16
Date

NCADD/6M - Serenity Place
Name of the Contractor

Sharon Drake
Signature of Authorized Representative

Sharon Drake
Name of Authorized Representative

CEO
Title of Authorized Representative

5/17/16
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: NCADD/GM - Serenity place

Date 5/17/16

Sharon Drake
Name: Sharon Drake
Title: CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- 1. The DUNS number for your entity is: 00-946-2784

- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- 3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

- 4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____