



SPECIAL COMMITTEE ON ALCOHOL, OTHER DRUGS & YOUTH SERVICES

August 1, 2023 at 5:00 PM

Aldermanic Chambers, City Hall (3rd Floor)

Members: Aldermen Barry, Cavanaugh, Levasseur, Trisciani, George-Kelly

AGENDA

The Chairman calls the meeting to order.

The Clerk calls the roll.

1. Update on the contract extension with GateHouse.
(Note: The contract extension, utilizing up to \$200,000 in opioid settlement funds, was unanimously approved by the BMA on July 11, 2023, with the exception of Alderman Fajardo who was absent.)

If there is no further business, a motion is in order to adjourn.

**City of Manchester
Homelessness Initiatives**



**Adrienne Beloin
Director**

**In Board of Mayor and
Aldermen**

Date: 07/11/2023

On motion of Ald. Levasseur

Seconded by Ald. Burkush

Voted to approve, using up to

\$200,000 from Opioid

Abatement Funds.

Date: July 6, 2023

To: Honorable Board of Mayor and Aldermen

From: Adrienne Beloin, MSW, LICSW


City Clerk

Re: BMA 7/11 Agenda Item: Gatehouse Contract Extension

Members of the Gatehouse executive team, Ted Bender and Mitch Pierce, have met with Chief Cashin and myself as the Director of Homelessness Initiatives to review the existing contract and negotiate the terms of a contract amendment. We agree that the project has gone well, serving the first 60 individuals with accessing treatment, many of whom continue to be in treatment at this time in the hope of transitioning out of homelessness. We would like to continue the project with the same scope of services: Gatehouse is to provide street outreach and service connection to homeless adults in Manchester. In doing so, Gatehouse will prioritize in-state treatment resources. Gatehouse will connect these individuals with detox-level treatment out-of-state at Sunrise treatment center only if there is no in-state option available. Gatehouse will provide care coordination and follow-up to participants to track their treatment progress and connection to stable housing. Gatehouse will provide monthly tracking and make all records available documenting these efforts to the Director of Homelessness Initiatives. All reporting on the project progress to the board will be coordinated and provided by a representative of Gatehouse in partnership with the Director of Homelessness Initiatives. The City will agree to amend the existing contract to extend these services until March 31, 2024, at no further cost to the City as all associated administrative costs have already been paid in full to Gatehouse by the City for the entirety of the contract extension period. Going forward, Gatehouse agrees to deploy 2 outreach workers and connect homeless individuals to all levels of substance use disorder treatment and provide continued care coordination and tracking. In the event that any of these individuals require detox services not available in-state, the City will pay Sunrise at the secured private daily rate of \$550 a day for up to 7 days per individual. We are recommending that the Board make an additional \$200,000 available for individuals to access Sunrise detox services through the Gatehouse efforts. It is recommended that \$100,000 be funded by Opioid Abatement Funds and \$100,000 be funded by contingency to provide services to those without an opioid diagnosis such as in the case of those with alcohol dependency.

**CITY OF MANCHESTER
COMMUNITY IMPROVEMENT PROGRAM
AGREEMENT FOR SERVICES
AMERICAN RESCUE PLAN ACT
ASSISTANCE LISTING #21.027**

SUNRISE DETOX MILLBURY, LLC

CIP PROJECT #212023 LIFE SERVICES FOR RECOVERY, LLC D/B/A GH RECOVERY SOLUTIONS

AGREEMENT, effective the 1st day of March, 2023 by and between the City of Manchester, New Hampshire (the "City") and Sunrise Detox Millbury, LLC (the "Contractor").

WITNESSETH THAT:

WHEREAS, the City has approved the fiscal year 2023 Community Improvement Program;

WHEREAS, the City has received funding through a Grant under a Grant under Title 31 of the American Rescue Plan Act of 2021; requiring compliance with certain federal rules and regulations including but not limited to:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- d. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;
- e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- f. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- g. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and
- i. Generally applicable federal environmental laws and regulations.

WHEREAS, federal statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

WHEREAS, the City may use American Rescue Plan Act funding for proposed activities that complies with one of the following eligible uses:

- a. To respond to the COVID-19 public health emergency or its negative economic impacts;
- b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
- c. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
- d. To make necessary investments in water, sewer, or broad band infrastructure.

The Contractor shall provide justification of eligibility in Attachment A.

WHEREAS, in consideration for the receipt of this funding, the Contractor agrees to comply with the applicable federal requirements pursuant to said Grant;

WHEREAS, pursuant to said Grant, the City is addressing certain adopted objectives;

WHEREAS, the City desires to engage the Contractor to render certain services toward achievement of such objectives;

NOW, THEREFORE, the City and the Contractor hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** Carry out all services for the Gatehouse TST Initiative, program, as more specifically detailed in Attachment B - Scope of Services, which is attached hereto and hereby incorporated by reference.

2. **TIME OF PERFORMANCE.** The Contractor's performance of this Agreement shall commence on the March 1, 2023 and shall continue through and include the 31st day of March 2024 unless continued by Agreement of the parties in written amendment executed prior to or after said termination date. Specific benchmarks and time of performance for the activities are included in Attachment B – Scope of Services.

3. **BUDGET.** The City shall pay to the Contractor on account of full and satisfactory performance of services in accordance with this Agreement the amounts set forth in Attachment C – DOCUMENTATION OF COSTS, COST PRINCIPLES & METHODS OF PAYMENT. It is expressly understood and agreed that in no event will the total amount paid by the City to the Contractor under this Agreement exceed \$205,000.00. Contractor agrees that each detox admission to Sunrise Detox Millbury will be billed at a preferred rate of up to \$550.00 per day. The parties further agree that, assuming that all legal, budgeting and audit requirements are met, fifty percent (50%) of the funds paid to the Contractor over the term of this Agreement will be drawn from ARPA funds, and fifty percent (50%) will be drawn from funds made available through the Opioid Abatement Trust Fund. A budget for expenditure of funds is also referenced in Attachment C.

4. **PAYMENTS.**

a) **Reimbursement Submissions:** The City shall pay the Contractor upon receipt of documentation confirming that: (i) the Contractor's existing internal policies and procedures, or documented modifications made thereto, fulfill the statutory requirements of the ARPA program, or, if reimbursement is being sought from funds made available through the State of New Hampshire Opioid Abatement Trust Fund, that such reimbursement is being sought for services performed or expenditures made in association with Opioid Use Disorder ("OUD"), and (ii) the Contractor's full and satisfactory performance of services in accordance with this Agreement the amount set forth in Attachment C, DOCUMENTATION OF COSTS, COST PRINCIPLES & METHODS OF PAYMENT, is completed during each invoicing period. Every invoice submitted by the Contractor will specify the primary diagnosis for each detox participant, clearly identifying whether that participant was admitted primarily for OUD, or for SUD. The Invoices shall be submitted no later than the 25th of the month and dated no later than the 25th of the month for which payment is desired. Payments will be made on the 15th of the following month provided appropriate documentation of expenses are met in accordance with subpart (b) following and provided the Contractor is in compliance with the reporting requirements as noted in Attachment E. The City will make no consideration for any expenses incurred prior to the execution of this Agreement and approval.

b) **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood and agreed that in no event will the total amount paid by the City to the Contractor under this Agreement exceed \$205,000.00. Payments to the Contractor for services and expenses under this Agreement shall

be made on a monthly basis and shall be based upon the actual costs incurred by the Contractor in providing the services identified in the Contractor's Scope of Services, Projected Budget & Objectives (included as Attachment B). Eligible expenses are limited to staff time associated with the project management and other administrative tasks required to carry out the Contractor's Cost Proposal/Scope of Services.

5. **RECORDS.** Records shall be maintained in accordance with requirements prescribed by the United States Department of Treasury (USDT) or the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the United States Department of Treasury, such records shall be maintained for a period of five (5) years after receipt of the final payment under this Agreement. This requirement is in addition to the record requirements contained in Attachment B.

6. **REPORTS.** The Contractor shall submit on a timely basis such required quarterly project and expenditure reports describing program activities, expenditure and notable program occurrences in accordance with Attachment E. This requirement is in addition to the reporting requirements contained in Attachment B.

7. **REGISTRATION.** The Contractor agrees to create and/or maintain a valid SAM.gov registration for the purpose of compliance with 2 CFR § 25.100 for the duration of this Agreement.

8. **PROGRAM INCOME.** The Contractor shall remit any program income it receives to the City of Manchester. Any program income on hand when this Agreement expires or received after such expiration shall be paid to the City.

9. **APPLICABLE FEDERAL REQUIREMENTS.** The Contractor shall comply with certain federal rules and regulations including but not limited to those listed on pages one (1) and two (2) of this Agreement.

10. **OPERATING PROCEDURES.** The Contractor agrees to comply in all respects with all of the duties, responsibilities, and requirements imposed by this Agreement, by the City, the USDT, and other agencies of the United States, which are now in existence or may from time to time be promulgated during the term of this Agreement or any extension thereof, and further agrees not to discriminate against any employee, applicant for employment, contractor, applicant for a contract, vendor or prospective vendor, beneficiary or applicant for benefits under the program because of political affiliation.

11. **SUSPENSIONS AND TERMINATIONS.** In accordance with 2 § CFR 200, Subpart D, Remedies for noncompliance, the following conditions regarding suspension and terminations shall be in effect.

A. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all records, assets, property and documents of any nature, prepared or purchased by the Contractor under this Agreement, shall at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed to the date of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor and City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages to the City from the Contractor is determined.

B. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Contractor. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made. In the event that the City elects to terminate the contractual relationship with the Contractor, but rather because it is no longer feasible for the City to continue the Agreement by reason of the terms of the Agreement, the City may terminate with a request to renegotiate. In this event, it is expected that the parties will renegotiate in good faith in an effort to reach a new Agreement so that the purposes of the program may be carried out.

C. Termination for Convenience of Contractor. The Contractor may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the City. If the Agreement is terminated by the Contractor as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.

12. SUBCONTRACTS. The Contractor may not subcontract any of the services required under this Agreement without the prior written approval of the City. The procurement of normal commercial supplies and services under procedures approved by the City and/or USDT under applicable rules and regulations (please see GENERAL PROCUREMENT STANDARDS [2 CFR § 200.318], found in Attachment D) shall not be considered as subcontracting. All such approved subcontracts shall be in the same form as the Agreement and subject to the same terms, conditions, and covenants contained herein.

13. RESTRICTION ON DISBURSEMENTS. No money under this Agreement shall be disbursed by the Contractor to any contractor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the contractor is in compliance with USDT requirements with regard to accounting and fiscal matters, to the extent they are applicable.

14. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the City, USDT and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, USDT and/or representatives of the Comptroller General for examination, all of its records with respect to all matters covered by this Agreement and will permit the City, USDT and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, employment and other data relating to all matters covered by this Agreement.

15. OPPORTUNITIES FOR RESIDENTS. The Contractor covenants and agrees that in the work to be performed under this Agreement or any subcontract or lower tier subcontract made possible by this Agreement, the Contractor will take affirmative action to insure that there is widespread citizen participation in the carrying out of the Agreement and that residents of the area are given maximum opportunity for training and employment and that business concerns located in, or owned in substantial part by, residents of the area are to the greatest extent feasible, awarded contracts.

16. CONFLICT OF INTEREST.

a. Interest of Members of City. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the Program or any other person who exercises any function or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance. Provided however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment or any participation by residents of the areas.

b. Interest of Contractor and Employees. The Contractor agrees that it will incorporate into every contract required to be in writing the following provision: the Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, in this Agreement. The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the geographical confines of the City or any parcels therein, which could conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Contractor and the City; provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

17. **POLITICAL ACTIVITY PROHIBITED.** None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

18. **LOBBYING PROHIBITED.** None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the congress. The Contractor certifies, to the best of their knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperating agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any persons 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, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements).

19. **INDEMNIFICATION.** See Attachment F.

20. **INSURANCE.** See Attachment F.

21. **CHOICE OF LAW.** This Agreement shall be construed in accordance with and governed by the substantive laws of the State of New Hampshire. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall not be amended except by in writing and as executed by both Parties. No failure to exercise and no delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall it affect the right of such party to require performance at a later time. In the event that any portion of this Agreement is determined to be void or unenforceable, such portion shall be modified as mutually agreed upon, or severed from the Agreement and the remaining provisions will continue in full force and effect. Any consent, approval or other action required or requested in connection with this Agreement shall not be unreasonably withheld or delayed by either party. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, understandings, writings and discussions between the Parties with respect to issues addressed in this Agreement.

22. **NOTICES.** Any notices in connection with this Agreement shall be in writing and hand-delivered, or sent by registered or certified mail, postage prepaid, or by facsimile addressed as follows, unless a party shall otherwise designate its address by notice:

If to City: Director of Homelessness
 Initiatives
 100 Merrimack Street
 Manchester, NH 03101

If to Contractor: Chief Executive Officer
 Sunrise Detox Millbury, LLC
 29 N. Main Street
 Millbury, MA 01527

IN WITNESS WHEREOF, the City and the Contractor have respectively caused this Agreement to be duly executed in duplicate as of the day and year first above written.

CITY OF MANCHESTER

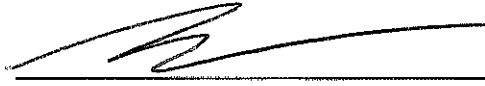
ATTEST:

BY:



Witness

03/30/2023
Date



Date

3-30-23

Sunrise Detox Millbury, LLC

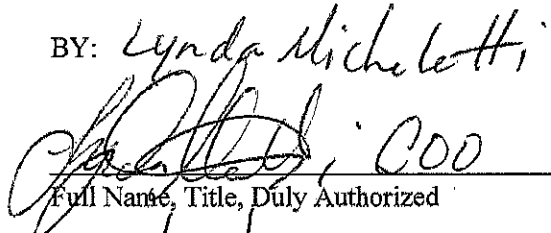
ATTEST:

BY:



Witness

3/17/23
Date


Full Name, Title, Duly Authorized

Date

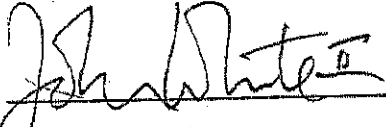
3/17/23

CERTIFICATE

The undersigned, John White II, warrants and represents that the following statements are true:

1. He is the Executive Vice President of Sunrise Detox Millbury, LLC (**Company**).
2. Lynda Micheletti is the Chief Operating Officer of the Company.
3. Lynda Micheletti is fully authorized and has been instructed by and in accordance with all required Company action to execute and deliver on behalf of the Company that certain Agreement for Services with the City of Manchester, New Hampshire.

Dated March 17, 2023.


John White II

Certificate White Manchester

