



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF THE COMMISSIONER  
FACILITIES AND MAINTENANCE UNIT

LRCP 18-036

*Late Item*

Jeffrey A. Meyers  
Commissioner

David Clapp  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
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September 4, 2018

The Honorable John Graham, Chairman  
Long Range Capital Planning and Utilization Committee  
Legislative Office Building, Room 201  
Concord, NH 03301

REQUESTED ACTION

Pursuant to NH RSA 4:40, the Department of Health and Human Services respectfully requests approval of the attached four-year lease agreement for premises located at the Sununu Youth Services Center, 1056 North River Road, Manchester, New Hampshire.

As required by the New Hampshire Legislature in HB 517, a copy of which is included with this request, the Department renovated excess capacity at the Sununu Youth Services Center for the operation of a 36-bed residential adolescent substance use disorder treatment facility. The legislation requires that the facility be operated by a non-government entity.

The Department published a Request for Proposals and is in the process of securing a Contractor to operate the facility. The lease payments will be applied to the Department's maintenance costs for the section of the building defined in the lease documentation.

Approval of this lease will allow the Department to comply with the legislative mandate in HB 517, and will permit the selected Contractor to provide vital substance use disorder treatment services to New Hampshire's youth.

The area served is Statewide.

Your approval of this lease agreement is appreciated.

Respectfully submitted,

Jeffrey A. Meyers  
Commissioner

# New Hampshire Council on Resources and Development


NH Office of Strategic Initiatives  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301  
Phone: 603-271-2155  
Fax: 603-271-2615



TDD Access: Relay NH  
1-800-735-2964

## MEMORANDUM

**TO:** Jeffrey A. Meyers, Commissioner  
NH Department of Health and Human Services (DHHS)  
(Via email to [Jeffrey.Meyers@dhhs.nh.gov](mailto:Jeffrey.Meyers@dhhs.nh.gov))

**FROM:** Michael Klass, Principal Planner  
NH Office of Strategic Initiatives 

**DATE:** August 31, 2018

**SUBJECT:** Surplus Land Review, SLR 18-006 (Manchester)

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On August 31, 2018, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application:

Request from DHHS to lease excess capacity at the Sununu Youth Services Center to a non-governmental entity that will operate a Residential Adolescent Substance Use Disorder Treatment Facility through an agreement with the Department, pursuant to HB 517.

At such time, CORD members voted to **RECOMMEND APPROVAL OF SLR 18-006 (Manchester)**.

cc: Melissa St. Cyr, Department of Health and Human Services  
(Via email to [Melissa.St.Cyr@dhhs.nh.gov](mailto:Melissa.St.Cyr@dhhs.nh.gov))  
David Clapp, Department of Health and Human Services  
(Via email to [David.Clapp@dhhs.nh.gov](mailto:David.Clapp@dhhs.nh.gov))  
Jared Chicoine, NH Office of Strategic Initiatives  
(Via email to [Jared.Chicoine@osi.nh.gov](mailto:Jared.Chicoine@osi.nh.gov))  
Long Range Capital Planning and Utilization Committee  
(Via email to [pam.ellis@leg.state.nh.us](mailto:pam.ellis@leg.state.nh.us))



### Lease Agreement

This Lease Agreement is agreed upon in conjunction with the Service Agreement entered into by and between the State of New Hampshire, Department of Health and Human Services and \_\_\_\_\_ for Residential Adolescent Substance Use Disorder Treatment Services (RFP-2018-BDAS-11-RESID), (hereinafter referred to in this Lease Agreement as "the Service Agreement."

#### 1. Parties to the Lease:

This indenture of Lease is made by the following parties:

- 1.1 The Lessor, (hereinafter referred to as the "Landlord") is: THE STATE OF NEW HAMPSHIRE, acting by and through its Commissioner of:

Department Name: Department of Health and Human Services, Sununu Youth Services Center

Address: 129 Pleasant Street, Concord, NH 03301

Street Address: 1056 North River Road, Manchester, NH 03104

Telephone Number: (603) 625-5471

- 1.2 The Lessee (hereinafter referred to as the "Tenant") is:

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

State of Incorporation: \_\_\_\_\_

Address: \_\_\_\_\_

Local Address: \_\_\_\_\_

2. Demise of the Premises: For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 1056 North River Road, Wing H, Manchester, New Hampshire.

The demise of the Premises consists of 25, 542 rentable square footage.

"Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenant's exclusive use, together with a site plan showing all entrances to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of this Lease Agreement.



The Tenant acknowledges that the Premises is located in a separate Wing of the Sununu Youth Services Center, which is in the same building where the Landlord operates the secure Youth Detention Services Unit. Landlord and Tenant shall meet before accepting admissions, and as often as required by the Director of the Sununu Youth Services Center (or his or her designee), to schedule and coordinate the use of all common areas (identified and defined in the Demise Documentation), to ensure that Tenant's staff and residents have no contact with the individuals served by the secure Youth Detention Services Unit. The Landlord's use of the Premises shall not interfere with the Landlord's operation of the secure Youth Detention Services Unit.

3. Effective Date; Term; Extensions; and Conditions upon Commencement:

- 3.1. **Effective Date:** The effective dates of this Lease Agreement shall be: Commencing on the \_\_\_\_ day of \_\_\_\_ in the year 2018, and ending on the 30<sup>th</sup> day of June in the year 2022, unless terminated sooner in accordance with the provisions hereof and the Service Agreement.
- 3.2. **Occupancy Term:** Occupancy of the Premises and commencement of rental payments shall be for a term (hereinafter called the "Term") of \_\_\_\_ years commencing on the \_\_\_\_ day of \_\_\_\_ in the year 2018, unless sooner terminated in accordance with the provisions hereof and the Service Agreement. Landlord
- 3.3. **Extension of Term:** In accordance with Exhibit C-1 of the Service Agreement, the Landlord has the option to extend the Term of this Lease upon the same terms and conditions as set forth herein for the same term as any extension of the Service Agreement.
- 3.4. **Conditions of the Commencement and Extension of Term:**
  - 3.4.1. Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties that this Lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its approval by the Governor and Executive Council of the State of New Hampshire and the Long Range Capitol Planning and Utilization Committee. In the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval.
  - 3.4.2. Notwithstanding sections 3.1 and 3.2 above, any breach of the Service Agreement by the Tenant constitutes a material breach of the Lease Agreement, permitting the Landlord to terminate the Lease Agreement in accordance with the terms of the Service Agreement.

4. Rent:

- 4.1 During the Term, and any extended Term, the Tenant shall pay the Landlord annual rent payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment is due and payable on the following date: \_\_\_\_\_. The rent due and payable for each year of the Term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, is set forth in the Schedule of Payments, which is attached hereto and incorporated herein as "Exhibit A."



- 4.1.1. Taxes and other Assessments: the Landlord shall be responsible for, and pay for all taxes and other assessment(s) applicable to the Premises.
5. Utilities: The Landlord shall, at its sole expense, furnish all of the following utilities to the Tenant: heat, water and sewer services, and electricity.
6. Other Required Services:
- 6.1. The Tenant is required to provide food and laundry services for clients in accordance with Section 7, Facilities, of the Service Agreement.
- 6.2. The Tenant may utilize the Landlord's laundry and food services as follows:
- 6.2.1. Laundry services;
- 6.2.1.1. At the rate of \$5 (five dollars) per client, per week, based on the average number of clients as determined by a weekly census;
- 6.2.2. Food services;
- 6.2.2.1. At the rate of \$15 (fifteen dollars) per client, per day, based on a daily census of the number of clients counted at midnight and the number of clients discharged between noon and midnight. Food service choices served to Tenant's clients shall be at the sole option of the Landlord and shall be the same as are provided to any residents of the Landlord in the Sununu Youth Detention Center.
- 6.2.2.2. All Food shall be delivered to the Tenant's Premises by the Landlord at agreed upon times.
- 6.3. The Tenant may discontinue the laundry and food services provided by the Landlord by providing 30 (thirty) days written notice to the Landlord. The Landlord may discontinue the laundry and food services provided to the Tenant by providing 30 (thirty) days written notice to the tenant.
- 6.4. Rates for laundry and food services are valid through June 30, 2019 and are subject to annual review and adjustment.
7. Maintenance and Repair
- 7.1 General Provisions: The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises. The Landlord shall, at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas and walkways which provide access to the Premises. The Landlord shall not provide any janitorial or cleaning services to the Tenant.
- 7.2 Snow Plowing and Removal: The Landlord shall make best efforts to provide ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal will be provided prior to Tenant's normal working hours, however, additional work will be provided as needed during the Tenant's working hours if ice accumulates or if more than a two (2) inch build-up of snow occurs. Best efforts will be made to provide and maintain bare pavement at all times.





- 7.3 Maintenance and Repair of Lighting, Alarm Systems, and Exit Signs: Maintenance of the Premise includes the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's Office and/or the requirements of the National Fire Protection Agency. Said systems and fire extinguishers will be tested as required and any deficiencies corrected.
8. Insurance: During the Occupancy Term and any extension thereof, the Tenant shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or any assignee to obtain and maintain in force, the following insurance with respect to the Premises: (A) Comprehensive general liability insurance insuring the Tenant against liability for all claims of bodily injury, personal injury, death and property damage (including loss of use of property) occurring on (or claimed to have occurred on) in or about the Premises, including contractual liability. Such insurance is to provide minimum insured coverage conforming to: General liability coverage of not less than three million (\$3,000,000) per occurrence and not less than five million (\$5,000,000) general aggregate, with coverage of excess/umbrella liability of not less than three million (\$3,000,000). The initial amount of insurance will be subject to periodic increases reasonably specified by the Landlord based upon inflation, increased liability awards, recommendations of the Landlord's professional insurance advisors, and other relevant factors. The liability insurance obtained by the Tenant under this Lease Agreement will (1) be primary and (2) insure the Tenant's obligations to the Landlord hereunder and (3) list the Landlord as an additional insured. The amount and coverage of such insurance will not limit the Tenant's liability nor relieve the Tenant of any other obligation under this Lease. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Landlord of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Landlord no less than ten (10) days prior written notice of cancellation or modification of the policy. The Tenant shall deposit with the Landlord certificates of insurance for all insurance required under this Lease Agreement (or for any extension thereof) no later than the date set forth in Section 3.2 Occupancy Term herein. In no instance shall the Tenant commence occupancy or payment of rent prior to providing the certificate(s) of insurance to the Landlord. During the Occupancy Term, the Tenant shall furnish the Landlord with certificate(s) of renewal(s) of insurance required under this Lease Agreement no later than fifteen (15) days prior to the expiration date of each policy.



- 8.1 **Worker's Compensation Insurance:** Worker's Compensation Insurance in the statutory amount covering all employees of the Tenant employed at or performing services at the Premises, in order to provide the statutory benefits required by the laws of the State of New Hampshire.
- 8.2 **Personal Property Insurance:** Personal Property Insurance covering leasehold improvements and the Tenant's personal property and fixtures from time to time in, on, or at the Premises, in an amount not less than 100% of the full replacement cost, without deduction for depreciation, providing protection against events protected under "All Risk Coverage," as well as against sprinkler damage, vandalism, and malicious mischief. Any proceeds from the Personal Property Insurance will be used for the repair or replacement of the property damaged or destroyed, unless the Lease Term is terminated under an applicable provision herein. If the Premises are not repaired or restored in accordance with this Lease, the Landlord will receive any proceeds from the personal property insurance allocable to the Tenant's leasehold improvements.
9. **Indemnity:** To the fullest extent permitted by law, the Tenant hereby waives all claims against the Landlord and its directors, officers, employees, agents, affiliates, and subcontractors (collectively, the "Indemnitees") for damage to any property or injury to or death of any person in, upon or about the Premises arising at any time and from any cause. The Tenant shall hold Indemnitees harmless from and defend Indemnitees from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses, including reasonable attorney's fees, for damage to any property or injury to or death of any person arising from the use or occupancy of the Premises by the Tenant or persons claiming under the Tenant, except such as is caused by the acts or omissions of the Indemnitees.
10. **Manner of Use:** The Tenant will use the Premises only for the purposes described in Exhibit A: Scope of Work, of the Service Agreement. If the Service Agreement is terminated, this Lease Agreement will also be terminated, effective on the date of termination of the Service Agreement. The Tenant will not cause or permit the Premises to be used in any way which (a) constitutes a violation of any Legal Requirements (as defined below), (b) constitutes a nuisance or waste or will invalidate any insurance carried by the Landlord. The Tenant will take all actions necessary to comply with all applicable Federal, State or local statutes, ordinances, notes, regulations, orders, recorded declarations, covenants and requirements (collectively, "Legal Requirements") regulating the use by the Tenant of the Premises, including, without limitation, the Occupational Safety and Health Act and the Americans With Disabilities Act.
11. **Environmental Requirements:** The Tenant will not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by the Tenant, its agents, employees, contractors, sublessees or invitees that were not present on the Premises on the commencement of the Term without (a) the prior written consent of the Landlord, and (b) complying with all applicable Legal Requirements pertaining to the transportation, storage, use or disposal of such Hazardous Material (collectively, "Environmental Laws"), including, but not limited to, obtaining proper permits. The Landlord is entitled to take into account such other factors or facts the Landlord deems reasonably relevant in granting or withholding consent to the Tenant's proposed activity with respect to Hazardous Material. The Landlord will not, however, be required to consent to the installation or use of any storage tanks on the Premises.



- 11.1. If the Tenant's transportation, storage, use or disposal of Hazardous Materials results in the contamination of the soil or surface or ground water, release of a Hazardous Material or loss or damage to person(s) or property or the violation of any Environmental Law, then the Tenant agrees to: (a) notify the Landlord immediately of any contamination, claim of contamination, release, loss or damage, (b) after consultation with the Landlord, clean up the contamination in full compliance with all Environmental Laws and (c) indemnify, defend and hold the Landlord harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorney's fees and costs, arising from or connected with any such contamination, claim of contamination, release, loss or damage. The Tenant will fully cooperate with the Landlord and provide such documents, affidavits and information as may be requested by the Landlord (a) to comply with any Environmental Law, (b) to comply with the request of any lender, purchaser or the Tenant, and/or (c) as otherwise deemed reasonably necessary by the Landlord in its discretion. The Tenant will notify the Landlord promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the Premises which is required to be reported to a governmental authority under any Environmental Law, will promptly forward to the Landlord copies of any notices received by the Tenant relating to alleged violations of any Environmental Law, will promptly pay when due any fine or assessment against the Landlord, the Tenant or the Premises and remove or bond any lien filed against the Premises relating to any violation of the Tenant's obligations with respect to Hazardous Material.
- 11.2. "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or hereafter regulated under any Legal Requirements, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are found to have adverse effects on the environment or the health and safety of persons; provided, however, "Hazardous Material" does not include any de minimis quantities of office or other cleaning supplies commonly used in accordance with Legal Requirements.
- 11.3. The Landlord will have the right, but not the obligation, without in any way limiting the Landlord's other rights and remedies under this Lease, to enter upon the Premises, or to take such other actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any Hazardous Material or contamination by Hazardous Material present on, in, at, under or emanating from the Premises in violation of the Tenant's obligations under this Lease or under any laws regulating Hazardous Material or that the Tenant is liable under this Lease to clean up, remove or remediate. The Landlord will have the right, at its election, in its own name or as the Tenant's agent, to negotiate, defend, approve and appeal, at the Tenant's expense, any action taken or order issued by any governmental agency or authority against the Tenant, the Landlord or the Premises relating to any Hazardous Material or under any related law or the occurrence of any event or existence of any condition that would cause a breach of any of the covenants set forth in this Section.





- 11.4. If the Landlord determines in good faith that a new release or other environmental condition may have occurred for the first time during the Term, at the Tenant's cost, the Landlord may require an environmental audit of the Premises by a qualified environmental consultant. The Tenant will, at its sole cost and expense, take all actions recommended in such audit to remediate any environmental conditions for which it is responsible under this Lease.
- 11.5. Pursuant to applicable law, the Tenant is hereby notified as follows: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings worldwide. Additional information regarding radon and radon testing may be obtained from State health officials.
12. The Landlord's Access to the Premises: The Landlord or its agents may enter the Premises, upon twenty-four (24) hours' notice to the Tenant (except in the case of an emergency), to show the Premises to potential buyers, investors or the Tenants or other parties, for routine property inspections and maintenance, or for any other purpose the Landlord deems reasonably necessary.
- 12.1 The Tenant acknowledges that during any emergency situation, the Landlord shall have immediate access to the Premises.
13. Outside Areas: "Outside Areas" means all areas within the Premises which are outside of the Building envelope, as defined in the Demise Documentation. The Tenant will have the right to use the Outside Areas for the purposes intended, subject to such reasonable rules and regulations as the Landlord may establish or modify from time to time. The Tenant agrees to abide by all such rules and regulations and to use its best efforts to cause others who use the Outside Areas with the Tenant's express or implied permission to abide by the Rules and Regulations. At any time, the Landlord may close any Outside Areas to perform any acts as, in the Landlord's reasonable judgment, are desirable to maintain or improve the Building. The Tenant will not interfere with the rights of the Landlord, or any other person entitled to use the Outside Areas.
14. Condition and Maintenance of Premises: The Tenant hereby accepts the Premises in its present condition, "AS IS", "WHERE IS", and "WITH ALL FAULTS", subject to all Legal Requirements. The Tenant acknowledges that neither the Landlord nor any agent of the Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for the Tenant's intended use. The Tenant represents and warrants that the Tenant has made its own inspection of and inquiry regarding the condition of the Premises and is not relying on any representations of the Landlord or any broker with respect thereto. The Building and the Outside Areas shall be maintained in at least the condition which exists upon the execution of this Lease, which tenant acknowledges is in newly renovated condition.



## Exhibit A

### DEMISE DOCUMENTATION

The Department of Health and Human Services, Sununu Youth Services Center (hereinafter "Landlord") and \_\_\_\_\_ (hereinafter "Tenant") agree to the following Demise Documentation, as provided in Section 2 of the Lease Agreement.

#### Section 1 Tenant's Exclusive Use

The Tenant is granted exclusive use of Wing H of the Sununu Youth Services Center, which includes a separate entrance on the south side of the building. Wing H is described as follows and as referenced in the attached Floor Plans:

Occupancy of three (3) separate floors, each having:

- 1.1.1.1. Twelve (12) bedrooms for a total of thirty-six (36) bedrooms in the facility;
- 1.1.1.2. Two (2) full baths per floor for a total of six (6) full;
- 1.1.1.3. Two (2) storage rooms per floor;
- 1.1.1.4. One (1) staff office;
- 1.1.1.5. One (1) common area (approximately 30'X30') with room for group activities;
- 1.1.2. One (1) multipurpose room (approximately 40'X40') to be shared by all (3) floors, and:
  - 1.1.2.1. Three (3) offices adjacent to multipurpose room; and
  - 1.1.2.2. One (1) staff bathroom adjacent to multipurpose room.
- 1.1.3. One (1) multipurpose room (approximately 18'X51') that can be divided into multiple areas, and:
  - 1.1.3.1. One (1) bathroom adjacent to second multipurpose room.
- 1.1.4. Entrance/ admission area that includes:
  - 1.1.4.1. Three (3) offices;
  - 1.1.4.2. Waiting room;
  - 1.1.4.3. Admission desk;
- 1.1.5. Bathroom for visitors.



## Exhibit A

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### Section 2 Common Areas

The Tenant shall have limited access to common areas located inside and outside of the Sununu Youth Services Center building.

All use of common areas shall be coordinated and agreed upon in advance by the landlord and tenant in accordance with Section 2 of the Lease Agreement.

The common areas are defined as follows:

1. chapel;
2. gymnasium;
3. interior courtyard;
4. basketball court;
5. golf course;
6. baseball field.

### Section 3 Parking

Parking is included for a minimum of thirty (28) vehicles and is referenced on the attached plan.

### Section 4 Miscellaneous

The definition of the Premises does not include any of the exterior buildings located on the Sununu Youth Services Campus, including but not limited to the following:

1. Administration Building
2. Campus Edge
3. Horse Barn
4. Boiler House
5. Maintenance Garage
6. Riverview
7. Spaulding
8. Pinecrest
9. Wilkins



## SCHEDULE OF PAYMENTS

Four Year Lease Proposal	Monthly Payment	Yearly Payment
Year 1	\$31,166.67	\$374,000.00
Year 2	\$31,166.67	\$374,000.00
Year 3	\$31,166.67	\$374,000.00
Year 4	\$31,166.67	\$374,000.00
Total Four Year Lease Term		<b>\$1,496,000.00</b>

Total Square Footage: 25,542 – Price per Square Foot = \$14.6425

### **ADDITIONAL PAYMENTS:**

Pursuant to Section 6 of this Lease Agreement and Section 7 of the Service Agreement, the Tenant shall pay the Landlord for the cost of all food services and laundry services if supplied by the Landlord.

The Landlord shall submit an invoice to the Tenant which identifies and requests reimbursement for expenses incurred in the prior month. The Tenant shall make payment to the Landlord within thirty (30) days of receipt of each invoice. The final invoice shall be due to the Landlord no later than thirty (30) days after the Lease Agreement terminates.

### **PAYMENT INFORMATION:**

The Tenant shall submit all payments due under the Lease Agreement to the Landlord at the following address:

NH Department of Health and Human Services  
Attn: Finance  
129 Pleasant Street  
Concord, NH 03301



(b) Training and education of and dissemination of information to:

(1) Juvenile probation and parole officers and related law enforcement.

(2) Sununu youth services center and other division for children youth and families staff.

(c) Programming changes at the Sununu youth services center to facilitate the successful release of youth other than serious violent offenders according to the timetables in RSA 621:19, I-a, as amended by this act.

(d) Programming changes and enhancements to provider services necessary for the successful housing and treatment of youth other than serious violent offenders.

(e) Changes necessary for the successful diversion from secure detention of children other than serious violent offenders, including the development of additional alternatives to detention, modifications to detention screening instruments, and changes to programming at the Sununu youth services center and other facilities.

III. No later than November 1, 2017, the department shall establish an advisory group to assist with the implementation of the juvenile justice reform provisions of this act. The group shall consist, at a minimum, of department staff, providers of residential and other services, and juvenile justice reform advocates. The group shall meet no less than once per month, receive reports from the department, and advise and work with the department during the implementation process. The reports provided to the advisory group shall also be provided to the fiscal committee of the general court and include the following:

(a) The number, offense characteristics, and treatment needs of children at the Sununu youth services center in both detained and committed status.

(b) The number and results of proceedings before the juvenile parole board, separated by offense type and whether they are parole release hearings, parole revocation hearings, or reconsideration hearings as required by RSA 621:19, I-a, as amended by this act.

(c) The availability of services for the treatment of children not held at the Sununu youth services center and subject to proceedings under RSA 169-B, including:

(1) The number of residential treatment beds certified for placement, by category, as well as whether they are filled or available for placement of children.

(2) The number and category of children placed in facilities in other states.

(3) The number of residential treatment beds certified under RSA 169-B:19, VI, as amended by this act, as well as whether they are filled or available for placement of children.

(4) The availability of non-residential services for the treatment of children subject to proceedings under RSA 169-B, including projections of need and plans to meet that need.

156:166 Youth Drug Treatment Center. The commissioner of the department of health and human services, in consultation with the governor's commission on alcohol and drug abuse prevention, treatment, and recovery, established in RSA 12-J, shall redevelop the excess capacity at the Sununu youth services center, to be used for an inpatient and outpatient drug treatment facility for persons under the age of 18, including Medicaid-eligible youth under age 18. All contracts, plans, and specifications for the redevelopment required by this section shall be awarded in accordance with the provisions of RSA 21-I.

The drug treatment facility shall be operated by a non-governmental entity, and the commissioner shall issue an RFP for the purpose of operating the new inpatient and outpatient drug treatment facility for persons under the age of 18, including Medicaid-eligible youth under age 18, located in unused portions of the Sununu youth services center building now used for placement of minors pursuant to RSA 169-B.

156:167 Appropriation; Department of Health and Human Services. The sum of \$2,000,000 is hereby appropriated for the fiscal year ending June 30, 2018 to the department of health and human services for the purpose of implementing section 166 of this act. This sum shall be a charge against amounts appropriated to accounting unit 05-95-49-491510-2989, governor commission funds, in fiscal year 2017. Funds appropriated in this section and not spent during the fiscal year ending June 30, 2018 shall not lapse to the general fund and shall be deposited in the alcohol abuse prevention and treatment fund established by RSA 176-A:1.

156:168 Funding for Alcohol and Drug Abuse Treatment Services at the Sununu Youth Services Center; Funding for Operational Costs of the Sununu Youth Services Center.

I. For the biennium ending June 30, 2019, funds determined by the governor to be necessary for services provided at the alcohol and drug abuse treatment facility at the Sununu youth services center may be funded from the amounts appropriated to account 05-95-92-920510-3382, governor commission funds, and shall be used exclusively for payment for contracted services.

II. For the biennium ending June 30, 2019, in the event of an emergency funds determined by the governor to be necessary for the operational costs of the Sununu youth services center may be funded from the amounts appropriated to account 05-95-92-920510-3382, governor commission funds. Transfers from account 05-95-92-920510-3382 deemed by the governor to be necessary for this purpose shall require prior approval of the fiscal committee of the general court.

156:169 Transfer of Funds for Operation of the Sununu Youth Services Center. In the case of transfers affecting the funding for any of the functions of the Sununu Youth Services Center subject to RSA 621, the prior approval of the fiscal committee of the general court shall be required. Prior to acting on transfer requests to which this section applies, the fiscal committee of the general court shall solicit the advice of the advisory group established in section 165 of this act. The commissioner may only seek a transfer which is subject to the requirements of this section if there has been full compliance with the requirements of section 165 of this act and RSA 169-B:19, VI, as amended by this act.

156:170 New Paragraph; Delinquent Children; Dispositional Hearing; Alcohol or Drug Treatment Facility Placement. Amend RSA 169-B:19 by inserting after paragraph II-a the following new paragraph:

II-b. No minor may be placed in inpatient treatment at an alcohol or drug treatment facility unless a finding is made that the child requires substance use disorder services pursuant to an evaluation by any licensed health care professional making the decision based on American Society of Addiction Medicine criteria. In addition, no placement at such a facility may be made without the consent of the operator of such facility, and in the case of a serious violent offender as defined in RSA 621:19, IV, unless such consent is made in writing and transmitted to the court.

156:171 New Paragraph; Children in Need of Services; Dispositional Hearing; Alcohol or Drug Treatment Facility Placement. Amend RSA 169-D:17 by inserting after paragraph II-b the following new paragraph:

II-c. A dispositional order for inpatient treatment at an alcohol or drug treatment facility may only be issued following a finding that the child requires substance use disorder services pursuant to an evaluation by any licensed health care professional making the decision based on American Society of Addiction Medicine criteria.

156:172 Worker Displacement. To the extent permitted by existing law and collective bargaining agreements, employees affected by the provisions of sections 158-173 of this act shall be given the highest priority for transfer to vacant positions, job retraining, and recall rights. In addition, employees who are within 5 years of regular retirement eligibility with the New Hampshire retirement system may request and shall be granted early retirement. Any required retirement payments under this provision shall be funded by the state of New Hampshire. Employees receiving early retirement under this provision shall relinquish future recall rights.

156:173 Applicability.

I. RSA 169-B:19, I(j), as amended by section 161 of this act, shall apply to cases pending on or after March 1, 2018 in which a dispositional order has not yet been entered.

II. RSA 169-B:31-c, as inserted by section 162 of this act, shall apply to cases commenced after July 1, 2016.

III. RSA 621:19, I-a, as amended by section 163 of this act, shall apply to minors confined pursuant to a commitment order issued pursuant to RSA 169-B:19, I(j) after October 1, 2017.

IV. RSA 621:19, IV, as inserted by section 164 of this act, shall apply to cases in which a minor is committed to the Sununu youth services center or any successor facility after October 1, 2017.

156:174 Rate-Setting. To the extent possible within available appropriations, the department of health and human services shall engage in a rate-setting process which is based on providers' reasonable costs of providing those services needed to implement the provisions of sections 158 through 173 of this act.

156:175 Funding of Alternative Placement Capacity for Youth. Notwithstanding any other provision of law, no less than \$8,714,632 of the funds appropriated in account 05-95-42-421010-2958, class 535, shall be expended during the biennium ending June 30, 2019, to fund rate increases and additional capacity for out-of-home placements pursuant to the duties of the commissioner of health and human services in section 165 of this act. These funds may not be transferred or utilized for any other purpose, including to satisfy a lapse requirement or appropriation reduction.

# New Hampshire Council on Resources and Development

NH Office of Strategic Initiatives  
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LRCP 18-037  
*Late Item*

TDD Access: Relay NH  
1-800-735-2964

## MEMORANDUM

**TO:** Jeffrey A. Meyers, Commissioner  
NH Department of Health and Human Services (DHHS)  
(Via email to [Jeffrey.Meyers@dhhs.nh.gov](mailto:Jeffrey.Meyers@dhhs.nh.gov))

**FROM:** Michael Klass, Principal Planner  
NH Office of Strategic Initiatives 

**DATE:** August 31, 2018

**SUBJECT:** Surplus Land Review, SLR 18-006 (Manchester)

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On August 31, 2018, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application:

Request from DHHS to lease excess capacity at the Sununu Youth Services Center to a non-governmental entity that will operate a Residential Adolescent Substance Use Disorder Treatment Facility through an agreement with the Department, pursuant to HB 517.

At such time, CORD members voted to **RECOMMEND APPROVAL** OF SLR 18-006 (Manchester).

cc: Melissa St. Cyr, Department of Health and Human Services  
(Via email to [Melissa.St.Cyr@dhhs.nh.gov](mailto:Melissa.St.Cyr@dhhs.nh.gov))  
David Clapp, Department of Health and Human Services  
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