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

Lori A. Weaver  
Commissioner  
  
Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 27, 2026

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Manchester Fire Department (VC #177433), Manchester, NH, to provide mobile Community Response Unit support services to individuals in the city of Manchester who are experiencing homelessness and/or substance use disorders (SUD), or are in recovery from SUD or a mental health crisis, to reduce funding to align with funds appropriated for the biennium ending June 30, 2027 by decreasing the price limitation by \$128,000 from \$1,024,000 to \$896,000 with no change to the contract completion date of June 30, 2027, effective retroactive to July 1, 2025, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 28, 2023, item # 40, and amended on May 21, 2025, item #165.

Funds are available in the following account for State Fiscal Years 2026 and 2027, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, CLINICAL SERVICES, 100% GENERAL FUNDS**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Grants for Pub Asst and Relief	92056505	\$256,000	\$0	\$256,000
2025	102-500731	Contracts for Prog Svc	92056505	\$256,000	\$0	\$256,000
2026	102-500731	Contracts for Prog Svc	92056505	\$256,000	(\$64,000)	\$192,000
2027	102-500731	Contracts for Prog Svc	92056505	\$256,000	(\$64,000)	\$192,000
			<b>Total</b>	<b>\$1,024,000</b>	<b>(\$128,000)</b>	<b>\$896,000</b>

### EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Community Response Unit model builds on the success of Manchester's Safe Station program that operated from May 2016 through October 2021, of which funding was legislatively appropriated in the 2019 session Chapter 346:352. In order to avoid a lapse in service after the legislative mandate expired, the existing Contractor was identified by the Department as possessing the experience, available resources, and level of expertise necessary to continue operating a mobile Community Response Unit within the city of Manchester. This request is **Retroactive** because the State Biennium Budget, signed into law on June 27, 2025, required a funding decrease, which did not allow time for the amendment process prior to the funding reduction start date of July 1, 2025.

The purpose of this request is to modify the price limitation of the contract to align with the budget reductions included in the operating budget for the biennium ending June 30, 2027. This amendment aligns with the required annual funding reduction of \$64,000 in both State Fiscal Years 2026 and 2027 respectively.

Approximately 2,000 individuals will be served during State Fiscal Years 2026 and 2027.

The Contractor will operate the mobile Community Response Unit in various locations throughout the city of Manchester to effectively reach individuals in need of supportive services. The mobile Community Response Unit connects individuals with services including NH 211, Doorways, and the Mobile Crisis Response Team through the statewide centralized Access Point. The Contractor responds to overdose calls in instances when a fire apparatus is not required and conducts community outreach in high need areas of the city based on current trends in calls for service.

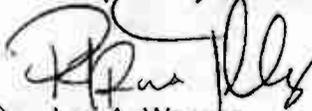
The Department monitors services through review and assessment of monthly program and financial reports required of the Contractor.

Should the Governor and Council not authorize this request, the contract price limitation will be inaccurate due to the decrease in available funding, resulting in potential financial liability to the Department.

The Department has determined that the Contractor has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract.

Area served: City of Manchester.

Respectfully submitted,

  
Lori A. Weaver  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Community Response Unit Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Fire Department ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #40), as amended on May 21, 2025 (Item #165), 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, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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 to amend as follows:

1. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:  
\$896,000
2. Modify Exhibit A, Revisions to Standard Provisions, by adding Subsection 1.4, to read:
  - 1.4 Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1, is amended as follows:
    - 6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable 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, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
3. Modify Exhibit C, Payment Terms; Section 3., to read:
  3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-4, Budget – Amendment #2.
4. Modify Exhibit C-3, Budget – Amendment #1, by replacing it in its entirety with Exhibit C-3, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C-4, Budget – Amendment #1, by replacing it in its entirety with Exhibit C-4, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.

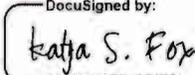
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RC

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2025, upon Governor and Council approval.

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

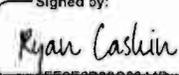
State of New Hampshire  
Department of Health and Human Services

1/26/2026  
Date

DocuSigned by:  
  
Name: Katja S. Fox  
Title: Re Director

Manchester Fire Department

1/26/2026  
Date

Signed by:  
  
Name: Ryan Cashin  
Title: Fire Chief

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

OFFICE OF THE ATTORNEY GENERAL

1/27/2026

Date

DocuSigned by:  
*Robyn Guarino*  
7487348440411460  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

Exhibit C-3, Budget - Amendment #2

New Hampshire Department of Health and Human Services	
<b>Contractor Name:</b>	City of Manchester Fire Department
<b>Budget Request for:</b>	Community Response Unit Services
<b>Budget Period</b>	SFY 2026 (7/1/25-6/30/26)
<b>Indirect Cost Rate (if applicable)</b>	0.00%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$166,347
2. Fringe Benefits	\$25,653
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$192,000
Total Indirect Costs	\$0
<b>TOTAL</b>	<b>\$192,000</b>

Contractor Initials: Initial  
RC

Exhibit C-4, Budget - Amendment #2

New Hampshire Department of Health and Human Services	
<b>Contractor Name:</b>	City of Manchester Fire Department
<b>Budget Request for:</b>	Community Response Unit Services
<b>Budget Period</b>	SFY 2027 (7/1/26-6/30/27)
<b>Indirect Cost Rate (if applicable)</b>	0
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$166,347
2. Fringe Benefits	\$25,653
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$192,000
Total Indirect Costs	\$0
<b>TOTAL</b>	<b>\$192,000</b>

Contractor Initials: Initial  
RC

### CERTIFICATE OF AUTHORITY

I, Matthew Normand, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of the City of Manchester, NH.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 1, 2025, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Ryan Cashin, Fire Chief of the City of Manchester, NH (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of the City of Manchester, NH to enter into contracts or agreements with the State of  
(Name of Corporation/ LLC)

New Hampshire and any of its agencies or departments for the Manchester Fire Department's Community Response Unit, and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 01/21/2026



Signature of Elected Officer  
Name: Matthew Normand  
Title: City Clerk

*Kevin J. O'Neil*  
*Risk Manager*



**CITY OF MANCHESTER**  
*Office of Risk Management*

**CERTIFICATE OF COVERAGE**

NHDHHS  
129 Pleasant Street  
Concord, NH 03301

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

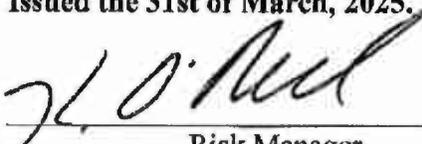
	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

**DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD**

Re: For the Manchester Fire Department Community Outreach Grant from July 1, 2025 through June 30, 2027

**Issued the 31st of March, 2025.**

  
\_\_\_\_\_  
Risk Manager

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6503 • FAX: (603) 624-6528

TTY: 1-800-735-2964

E-Mail: [konell@manchesternh.gov](mailto:konell@manchesternh.gov) • Website: [www.manchesternh.gov](http://www.manchesternh.gov)