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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn
Associate Commissioner

June 2, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services to exercise a renewal option to an existing Agreement with the New Hampshire Alcohol and Drug Abuse Counselors Association (NHADACA), 130 Pembroke Road, Suite 100, Concord, New Hampshire 03301 (Vendor #170428 B001), to continue providing training and workforce development activities for alcohol and other drug abuse prevention, intervention, treatment, and recovery support professionals, by increasing the price limitation by \$108,000, from \$346,000 to \$454,000, and extending the completion date from June 30, 2015 to December 31, 2015, effective July 1, 2015 upon Governor and Executive Council approval. The Governor and Executive Council approved the original contract on July 10, 2013, (Item #51) and Amendment #1 on June 4, 2014 (Item #55) and Amendment #2 on February 9, 2015, by the NH Department of Justice, Office of the Attorney General. 53% Federal Funds and 47% General Funds.

Funding is available in the following accounts for State Fiscal Year 2016, upon availability and continued appropriation of funds in the future operating budget, with the authority to adjust amounts within the price limitation and to adjust encumbrances between State Fiscal Years, if needed and justified and within the price limitation, without further approval from Governor and Executive Council.

05-95-49-49150-2990 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BUREAU OF DRUG AND ALCOHOL SERVICES, CLINICAL SERVICES

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500734	Contracts for Prog Svc	49155369	\$16,000	\$ 0	\$ 16,000
2015	102-500734	Contracts for Prog Svc	49155369	\$16,000	\$ 0	\$ 16,000
2016	102-500734	Contracts for Prog Svc	49155369	\$0	\$8,000	\$8,000
2016	102-500734	Contracts for Prog Svc	49156501	\$0	\$23,500	\$23,500
			Sub-total	\$ 32,000	\$31,500	\$63,500

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500734	Contracts for Prog Svc	49156502	\$69,000	\$ 0	\$69,000
2014	102-500734	Contracts for Prog Svc	49153338	\$15,000	\$ 0	\$15,000
2015	102-500734	Contracts for Prog Svc	49156502	\$69,000	\$ 0	\$69,000
2015	102-500734	contracts for Prog Svc	49153338	\$15,000	\$ 0	\$15,000
2016	102-500734	Contracts for Prog Svc	49156502	\$0	\$34,500	\$34,500
2016	102-500734	contracts for Prog Svc	49153338	\$0	\$7,500	\$7,500
			Sub-total	\$168,000	\$42,000	\$210,000

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BUREAU OF DRUG AND ALCOHOL SERVICES, GOVERNOR COMMISSION FUNDS

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500734	Contracts for Prog Svc	49158501	\$69,000	\$ 0	\$69,000
2015	102-500734	Contracts for Prog Svc	49158501	\$69,000	\$ 0	\$69,000
2016	102-500734	Contracts for Prog Svc	49158501	\$0	\$34,500	\$34,500
			Sub-total	\$ 138,000	\$34,500	\$172,500

05-95-49-49150-2993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BUREAU OF DRUG AND ALCOHOL SERVICES, SAMHSA GRANTS-ATR

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500734	Contracts for Prog Svc	49155900	\$4,000	\$ 0	\$4,000
2015	102-500734	Contracts for Prog Svc	49155900	\$4,000	\$0	\$4,000
			Sub-total	\$8,000	\$0	\$8,000
			Total	\$ 346,000	\$108,000	\$454,000

EXPLANATION

Approval of this Amendment will allow the Department to continue to provide training and workforce development activities for professionals who provide alcohol and other drug prevention, intervention, treatment and recovery supports services. The Contractor will train professionals to deliver quality, outcome-based services to clients and participants in New Hampshire and increase internal capacity by training new professionals and increasing their expertise to adapt to the rapidly changing environment of healthcare, addiction, and recovery systems.

The Department is expanding the infrastructure of substance use disorder service programs to serve more people in need of alcohol and other drug prevention, intervention, treatment and recovery supports services in New Hampshire. The training and workforce development activities will support the workforce currently providing these services and increase the knowledge and skills of providers who will be delivering new or enhanced alcohol and other drug prevention, intervention, treatment and recovery supports services. Additional funding in this agreement will be used to develop the workforce capacity necessary to meet the demand for, and expansion of, NH Health Protection Program benefit services.

This Contractor was selected through a competitive bid process.

The original Agreement and Governor and Council letter contains an option to renew the contract for two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. The Department and the Contractor have agreed to extend the contract for six (6) additional months.

Should the Governor and Executive Council not approve this amendment, the alcohol and other drug abuse professionals will not have sufficient access to training that meets licensing and certification requirements and will be ill-prepared to deliver polices, programs, and practices that improve outcomes that mitigate alcohol and other drug misuse and abuse and it's social, health, and behavioral consequences.

Area Served: Statewide.

Source of Funds: 53% Federal Funds from United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, and Access to Recovery Grant, and 47% General Funds.

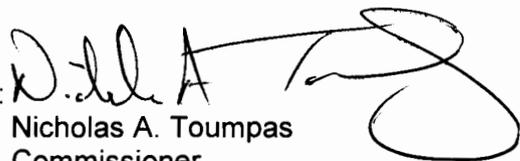
In the event that Federal Funds become no longer available, General Funds will not be requested to support these programs.

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the New Hampshire Training for Alcohol and Other Drug Abuse, Prevention
Intervention, Treatment and Recovery Professionals Contract**

This third Amendment to the New Hampshire Training for Alcohol and Other Drug Abuse, Prevention, Intervention, Treatment and Recovery Professionals contract (hereinafter referred to as "Amendment #3") dated May 21, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Alcohol and Drug Abuse Counselors Association (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 130 Pembroke Road, Suite 100, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013 (item #51), and amended by an agreement (Amendment #1 to the Contract) approved on June 4, 2014 (item #55), and amended by an agreement (Amendment #2 to the Contract) approved by the Attorney General on February 9, 2014, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Paragraph 3, the Department reserves the right to extend this contract for an additional two years, subject to continued availability of funds, satisfactory performance of services, and approval of contract extension by the Governor and Executive Council.

WHEREAS the parties agree to extend the completion date by an additional six (6) months and increase the price limitation; 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. Form P-37, General Provisions, Block 1.7, Completion Date, to read: December 31, 2015.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$454,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Eric Borrin, Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, to read: (603) 271-9558.
5. Delete in its entirety, Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
6. Delete in its entirety, Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #2, Method and Conditions Precedent to Payment.

**New Hampshire Department of Health and Human Services
New Hampshire Training for Alcohol and Other Drug Abuse, Prevention, Intervention,
Treatment and Recovery Professionals**



7. Add Exhibit B-2.
8. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
9. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, by extending the end date to December 31, 2015.
10. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to December 31, 2015.
11. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
12. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services
New Hampshire Training for Alcohol and Other Drug Abuse, Prevention, Intervention,
Treatment and Recovery Professionals

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

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

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

Kathleen A. Dunn
Kathleen A. Dunn, MPH
Associate Commissioner

New Hampshire Alcohol & Drug Abuse Counselors
Association

5/28/15
Date

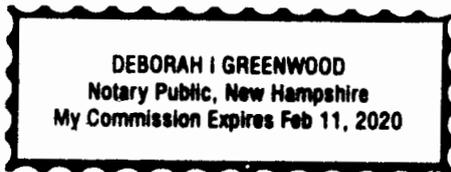
Lori Magoon
NAME Lori Magoon
TITLE Board President

Acknowledgement:

State of NH, County of Merrimack on May 28, 2015, 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

Deborah Greenwood - Notary for Lori Magoon only
Name and Title of Notary or Justice of the Peace



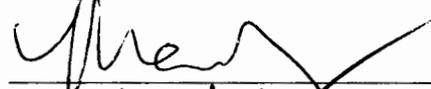
**New Hampshire Department of Health and Human Services
New Hampshire Training for Alcohol and Other Drug Abuse, Prevention, Intervention,
Treatment and Recovery Professionals**



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/4/15


Name: Megan A. Vignone
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 A Amendment #1

Scope of Services

1.1. Purpose

The purpose of this contract is to improve the ability of alcohol and other drug prevention, intervention, treatment and recovery supports service providers to deliver quality, outcome-supported services to clients and participants, and to support the field of alcohol and other drug addictions and recovery services through high quality training and workforce development activities. Training services offered through this contract will prepare a workforce to deliver policies, programs, and practices that improve outcomes of prevention, intervention, treatment, and recovery support services activities to mitigate alcohol and other drug misuse and abuse and its social, health, and behavioral consequences.

1.2. Goal

To enhance the skills of the prevention, intervention, treatment, and recovery supports services workforce by:

- Providing training opportunities that meet requirements for licensure or certification;
- Increasing provider knowledge and skills in applying outcome-supported policies, programs, and practices;
- Providing opportunities for cross-training within the addiction services and across related fields to increase effective integration of services; and
- Providing affordable, accessible training that reaches the widest audience geographically, while meeting different adult learning styles and levels through the integration of distance and/or blended learning opportunities.

1.3. Contractor responsibilities

Contractor shall provide all aspects of training to the workforce to support the goals and objectives of this contract.

- 1) Contractor shall establish and/or maintain an administrative capacity to plan, coordinate, monitor, and evaluate a multi-component training and workforce development initiative to include, but not limited to:
 - a) The project staff shall be comprised of
 - i) 1 full-time (40 hours per week) Director
 - ii) 1 full-time (40 hours per week) Training Coordinator
 - iii) 1 half-time (20 hours per week) Training Assistant
 - b) Provide adequate project administration to ensure staff oversight, the quality of services, and contract and fiscal accountability;
 - i) Submit monthly spreadsheets for reimbursement that track funds expended and remaining within each of the line items/targeted initiatives;
 - c) Maintain a project office (with necessary equipment, supplies, and telecommunications); and
 - d) Ensure access to adequate, geographically diverse training facilities
 - i) Utilize various settings for training events by having access to quality, low-cost spaces;
 - ii) Maintain or create partnerships with agencies throughout the state to further increase the ability to offer trainings in diverse geographic areas;
- 2) Contractor shall develop and maintain a learning management system for the administration, documentation, tracking, reporting, delivery, and evaluation of training offered through this contract;
 - a) All training shall be evaluated at minimum for content, instructor knowledge and ability, and transfer of knowledge, skills and attitudes to training participants;
 - b) The Contractor shall demonstrate an 85% or better rating of trainee satisfaction through training evaluations, in a format to be approved by DHHS;
- 3) Contractor shall coordinate, set up, and deliver training events that address:



Exhibit A Amendment #1

- a) Core competency needs of the state's prevention, treatment and recovery support providers, consistent with the NH Board of Alcohol and Other Drug Use Professionals and the NH Prevention Certification Board. Trainings will have equitable emphasis on treatment, prevention, and recovery supports core competencies. For the period of July 1, 2015 to December 31, 2015, the Contractor will:
 - i) Deliver a minimum 7 face-to-face training days (1day = 6 hours)
 - ii) Deliver a minimum of 3 webinars
 - b) Specific needs and other emerging issues as determined by and at the express request of the BDAS, including, but not limited to the following program areas;
 - i) BDAS Targeted Training to support the development and expansion of substance use disorder services;
 - ii) Partnership for Success (PFS);
 - iii) Impaired Driver Services Program (IDSP);
 - c) Registration fees;
 - i) For BDAS targeted trainings, , and PFS training; registration costs will not be charged to specific targeted individuals/groups/agencies as identified by BDAS;
 - ii) If deemed appropriate, registration fees may be charged for these trainings to non-identified individuals. This will be at the discretion of BDAS and on a training-by-training basis;
 - d) Resiliency and Recovery-Oriented Systems of Care (RROSC) theories and principals shall be integrated into all trainings offered through this contract;
 - i) All presenters will be asked to address how their topic fits within RROSC and to integrate RROSC theories and principals into their overall presentation. This will be documented through the Presenter Agreement made between the Contractor and the Presenter;
- 4) Contractor shall design trainings to meet multiple adult learning styles and levels using a variety of formats and methods, including but not limited to didactic lecture, small group discussions and activities, role play, demonstration, case studies, and application of principles to personal experience;
 - 5) Contractor shall, where appropriate, modify trainings to be delivered via an eLearning platform to reach a wide geographic audience;
 - a) Modified training content can be delivered through various applications such as, but not limited to: web-based learning, computer-based learning, blended learning, self-paced, and/or instructor lead;
 - b) All modified training shall be approved by BDAS prior to being delivered to training participants;
 - 6) Contractor shall ensure trainings offered under this contract are available to BDAS staff at no cost pending availability of space;
 - 7) Contractor shall increase provider community awareness of, and access to events funded through this contract and other workforce development resources available in the state, region, and nationally;
 - a) Maintain and market a list of events offered through this contract through multiple avenues, including but not limited to: hard-copy and electronic mailings, face-to-face distributions via exhibit tables at events such as conferences, wellness fairs and other NH Training Institute on Addictive Disorders (NHTIAD) events, as well as social media outlets such as Facebook;
 - b) Maintain an electronic professional development calendar of educational events offered by other organizations throughout NH as well as bordering states, which provides a comprehensive resource for people to access additional workshop information;
 - c) All BDAS funded training events and the professional development calendar of educational events will be listed, marketed, and/or linked to the BDAS website (*see #10 Scope of Services for details*);
 - 8) Contractor shall administer a process to award scholarships to NH prevention, intervention, treatment, and recovery support providers for attendance at approved training institutes such as, but not limited to, those sponsored by the NEIAS, ATTC, CAPT:



Exhibit A Amendment #1

- a) A minimum of \$10,000.00 per fiscal year will be reserved for scholarships. Contractor responsibilities shall include, but are not limited to, the following:
 - i) Managing scholarship marketing and requests;
 - ii) Managing and tracking all scholarship applications and awards;
 - iii) Working with BDAS contract manager to confirm available funds and criteria for awards;
 - iv) Making scholarship payments to training institutes by procedures agreeable to both parties;
 - b) Final determination of awards shall be at the discretion of BDAS,
-
- 9) Contractor shall participate in quarterly meetings with an oversight committee comprised of BDAS staff representing relevant program areas, and the contract manager from BDAS with the following objectives:
 - a) Ensure all contract obligations are being met consistently;
 - b) Review training evaluations to assess and enhance the training program;
 - c) Review financial reports showing program revenues and expenditures;
 - d) Review and approve training work plans;
 - 10) Contractor shall, as appropriate, work with the designated website vendor(s) for the BDAS website, <http://www.nhcenterforexcellence.org/>, to develop capacity to effectively interface with the site, including, but not limited to:
 - a) Linking the Contractor's website to and from the BDAS website;
 - b) Receiving training registrations generated from the BDAS website;
 - c) Linking and/or posting the clearinghouse of training opportunities to the BDAS website;
 - d) Linking all BDAS funded training events on the calendar function of the BDAS website;
 - e) Linking and/or posting all eLearning events created for, requested, or sponsored by BDAS to the training page of the BDAS website;
 - 11) Contractor shall increase long-term sustainability of training for substance abuse professionals by leveraging resources to increase and expand the number of professional trainings offered including, but not limited to the following:
 - a) Pursue other revenue sources to support workforce development efforts;
 - b) Develop strategic partnerships with other workforce development initiatives in NH
 - 12) The contractor shall report revenues generated by services provided under this contract on a monthly basis on monthly financial reimbursement forms and shall spend at least 80% of said revenues on development and provision of services as stated in this Scope of Services;
 - a) Reinvestment funds will be spent on program and workforce enhancements.
 - b) Contractor shall track revenues against reinvestment fund total per State Fiscal Year, as detailed in Exhibit B-1, and report progress on monthly financial reporting.



Exhibit B Amendment #2

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Account Numbers in Block 1.6 of the General Provisions of this Agreement, Form P-37 are as follows:
#010-049-2990-102-500734
#010-049-2988-102-500734
#010-049-2989-102-500734
#010-049-2993-102-500734
3. This Contract is funded with general and federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services as follows:
 - 3.1. \$172,500 funded from 100% Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment general funds.
 - 3.2. \$196,000 funded from 100% federal funds from the Department of Health and Human Services, Substance Abuse Prevention and Treatment Block Grant (DHHS, SAPT), CFDA #93.959.
 - 3.3. \$8,000 funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Access to Recovery Grant, (SAMHSA, ATR), CFDA #93.275.
 - 3.4. \$37,500 funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Partnership for Success Grant (SAMHSA, PFS), CFDA #93.243.
 - 3.5. \$40,000 funded from 100% general funds.
 - 3.6. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
4. Payment for contracted services will be made on a cost reimbursement basis only, for allowable expenses, in accordance with the Exhibits B-1 Amendment #1 and Exhibit B-2 Budget.
5. Payment for said services shall be made as follows:
The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. 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.

The invoice must be submitted to:
Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301



**New Hampshire Department of Health and Human Services
New Hampshire training for alcohol and other drug abuse prevention, intervention,
treatment and recovery professionals**

Exhibit B Amendment #2

6. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 Amendment #1 and Exhibit B-2, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
8. The contractor shall report revenues generated by services provided under this contract on a monthly basis on monthly financial reimbursement forms and shall spend at least 80% of said revenues on development and provision of services as stated in this Scope of Services;
 - 8.1. Reinvestment funds will be spent on program and workforce enhancements.
 - 8.2. The Contractor shall track revenues against reinvestment fund totals and report progress as part of monthly financial reporting.

Exhibit B-2

BUDGET FORM

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

**New Hampshire Alcohol and Drug Abuse Counselors
Association**

Bidder Name: _____

Budget Request for: NH Training for Alcohol and Other Drug Abuse Prevention,
Intervention, Treatment and Recovery Support Professionals
(Name of RFP)

Budget Period: July 1, 2015 through December 31, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 32,688.00	\$ -	\$ 32,688.00	
2. Employee Benefits	\$ 9,806.00	\$ -	\$ 9,806.00	
3. Consultants	\$ 6,000.00		\$ 6,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 822.00	\$ -	\$ 822.00	
Repair and Maintenance	\$ 340.00		\$ 340.00	
Purchase/Depreciation	\$ 200.00	\$ -	\$ 200.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 700.00	\$ -	\$ 700.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 800.00	\$ -	\$ 800.00	
6. Travel	\$ 1,716.00	\$ -	\$ 1,716.00	
7. Occupancy	\$ 4,452.00	\$ -	\$ 4,452.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 696.00		\$ 696.00	
Postage	\$ 700.00	\$ -	\$ 700.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 350.00		\$ 350.00	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 960.00		\$ 960.00	
11. Staff Education and Training	\$ 300.00	\$ -	\$ 300.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
CEU Applications	\$ 1,060.00		\$ 1,060.00	
Food/Venue Rental	\$ 910.00		\$ 910.00	
Scholarships	\$ 5,000.00	\$ -	\$ 5,000.00	
BDAS Targeted Training	\$ 25,000.00	\$ -	\$ 25,000.00	
IDS Targeted Training	\$ 8,000.00	\$ -	\$ 8,000.00	
PFS Targeted Training	\$ 7,500.00	\$ -	\$ 7,500.00	
TOTAL	\$ 108,000.00	\$ -	\$ 108,000.00	

Indirect As A Percent of Direct

0.0%



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.



**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

A handwritten signature in black ink, appearing to be 'AR' or similar initials, written over a horizontal line.

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:

5/28/15
Date

Lori Mayson
Name: Lori Mayson
Title: President
Board President

Exhibit G

Contractor Initials

LM

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



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.

A handwritten signature in black ink, appearing to be "AR", written over the "Contractor Initials" label.



- 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



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 (I). 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



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



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.



- 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.

NH Department of Health & Human Services
The State

Kathleen A. Dunn
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

6/2/15
Date

NH Alcohol & Drug Abuse Counselors Assoc.
Name of the Contractor

Lori Magoon
Signature of Authorized Representative

Lori Magoon
Name of Authorized Representative

Board President
Title of Authorized Representative

5/28/15
Date

Contractor Initials LM

Date 5/28/15

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 NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION is a New Hampshire nonprofit corporation formed November 26, 1985. 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 27th day of May A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Lynne Towle, do hereby certify that:
(Elected Officer/Secretary)

1. I am a duly elected Officer of New Hampshire Alcohol and Drug Abuse Counselors Association.
(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 March 26, 2015:
(Date)

RESOLVED: That the President is hereby authorized on behalf of this Agency to enter
(Title of Contract Signatory)

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 28th day of May, 2015.
(Date Contract Signed)

4. Lori Magoon is the duly elected President of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

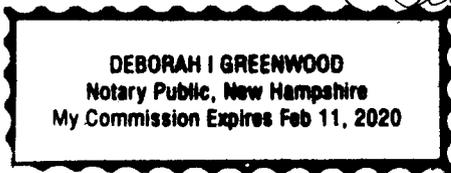
Lynne Towle
(Signature of the Elected Officer/Secretary)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 28th day of May, 2015, by Lynne Towle.
(Name of Secretary)

Deborah Greenwood
(Notary Public/Justice of the Peace)



(NOTARY SEAL)

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2015

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 Byse Agency Inc. 208 Union Ave. PO Box 1346 Laconia NH 03246		CONTACT NAME: Kathleen Gilman PHONE (A/C, No, Ext): (603) 524-4242 E-MAIL ADDRESS: kgilman@byseinsurance.com FAX (A/C, No): (603) 524-0748	
INSURED NH Alcohol & Drug Abuse Counselors Assoc. DBA NHTIAD 130 Pembroke Road, Ste. 100 Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Markel Ins. Co. INSURER B: Travelers Property & Casualty Co. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** DHHS2015 **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:			85028S27750810	6/30/2015	6/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	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) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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	6JUB0413N90815	5/3/2015	5/3/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
States for which statutory Workers Compensation is provided: NH.
Owners/Officers/Partners excluded from Workers Compensation coverage: Board of Directors.

CERTIFICATE HOLDER nhtiad@gmail.com 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 Kathleen Gilman/KAG
---	---



NH Alcohol & Drug Abuse Counselors Association NH Training Institute on Addictive Disorders

130 Pembroke Road, Suite 100
Concord, NH 03301
www.nhadaca.org

(603) 225-7060 phone
(603) 589-1191 fax
nhtiad@gmail.com

Mission Statement

The purposes of NHADACA are to promote and encourage the organization of addiction professionals; to examine, endorse, and encourage competent and comprehensive programs for the education of addiction professionals and those working with people experiencing addiction; to advocate on behalf of alcohol and drug issues that impact those experiencing addictions; to provide education to NHADACA membership on public policy issues; to increase the competence and knowledge of individual members and the general public; to represent the appropriate role of addiction professionals at the local, state and national levels; to engage in such other related activities as may be desirable or required to fulfill the purposes and objectives of NHADACA; and to provide assistance to those NHADACA members who may be experiencing difficulties which interfere with their personal and/or professional well-being.

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION

DECEMBER 31, 2014 and 2013

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
New Hampshire Alcohol and Drug Abuse Counselors Association
Concord, New Hampshire 03301

We have audited the accompanying financial statements New Hampshire Alcohol and Drug Abuse Counselors Association's (the Association), which comprise the statements of financial position as of December 31, 2014 and 2013 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

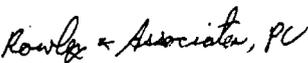
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Alcohol and Drug Abuse Counselors Association as of December 31, 2014 and 2013 and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Rowley & Associates, P.C.
Concord, New Hampshire
March 20, 2015

NEW HAMPSHIRE ALCOHOL AND DRUG
 ABUSE COUNSELORS ASSOCIATION
 STATEMENTS OF FINANCIAL POSITION
 DECEMBER 31, 2014 AND 2013
 See Independent Auditors' Report

	<u>2014</u>	<u>2013</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 161,099	\$ 239,676
Accounts receivable	15,666	15,065
Prepaid expense	4,690	1,833
	<u>181,455</u>	<u>256,574</u>
FURNITURE AND EQUIPMENT, at cost		
Less accumulated depreciation	55,420	11,926
	<u>(14,744)</u>	<u>(8,861)</u>
	40,676	3,065
LONG TERM ASSETS		
Security deposit	<u>2,800</u>	<u>-</u>
Total Assets	<u><u>224,931</u></u>	<u><u>259,639</u></u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	698	965
Current portion of lease payable	8,119	-
	<u>8,817</u>	<u>-</u>
LONG TERM LIABILITIES		
Lease payable - net current portion	20,210	-
	<u>20,210</u>	<u>-</u>
NET ASSETS		
Unrestricted	<u>195,904</u>	<u>258,674</u>
Total liabilities and net assets	<u><u>\$ 224,931</u></u>	<u><u>\$ 259,639</u></u>

See Notes to Financial Statements

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

See Independent Auditors' Report

	<u>2014</u>	<u>2013</u>
Revenue		
Grant revenue	\$ 187,381	\$ 161,553
Training fees	58,721	63,901
Co-sponsorships	1,575	6,423
In-kind contributions	24,950	11,950
Membership fees	5,474	7,617
Other revenue	<u>4,444</u>	<u>368</u>
Total revenues	<u>282,545</u>	<u>251,812</u>
Expenses		
Program expenses	326,131	229,392
Administrative expenses	<u>19,184</u>	<u>32,500</u>
Total expenses	<u>345,315</u>	<u>261,892</u>
Decrease in net assets	(62,770)	(10,080)
Net assets, beginning of year	<u>258,674</u>	<u>268,754</u>
Net assets, end of year	<u>\$ 195,904</u>	<u>\$ 258,674</u>

See Notes to Financial Statements

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013
See Independent Auditors' Report

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Decrease in net assets	\$ (62,770)	\$ (10,080)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	5,883	1,248
(Increase) decrease in operating assets:		
Accounts receivable	(601)	20,227
Prepaid expenses	(2,857)	295
Security Deposit	(2,800)	-
Increase (decrease) in operating liabilities:		
Accounts payable	<u>(267)</u>	<u>447</u>
Net cash provided (used) by operating activities	<u>(63,412)</u>	<u>12,137</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Cash paid for furniture & equipment	<u>(8,494)</u>	<u>-</u>
Net cash used by investing activities	<u>(8,494)</u>	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net repayments on long term debt	<u>(6,671)</u>	<u>-</u>
Net cash (used) by financing activities	<u>(6,671)</u>	<u>-</u>
Net increase (decrease) in cash and cash equivalents	(78,577)	12,137
Cash and cash equivalents, beginning of year	<u>239,676</u>	<u>227,539</u>
Cash and cash equivalents, end of year	<u>\$ 161,099</u>	<u>\$ 239,676</u>

See Notes to Financial Statements

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013
See Independent Auditors' Report

	<u>2014</u>	<u>2013</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
In-kind contributions	\$ <u>24,950</u>	\$ <u>11,950</u>

SUPPLEMENTARY DISCLOSURE OF CASH FLOW INFORMATION

Cash paid during the years for:

Interest	\$ <u>3,766</u>	\$ <u>-</u>
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SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS

Cost of fixed assets purchased	\$ 43,494	\$ -
New debt assumed	<u>(35,000)</u>	<u>-</u>
Cash payment for fixed asset acquisitions	\$ <u>8,494</u>	\$ <u>-</u>

See Independent Accountants' Review Report and Notes to Financial Statements

**NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014 and 2013**

NOTE 1 NATURE OF ORGANIZATION

New Hampshire Alcohol and Drug Abuse Counselors Association's (the Association) mission is to promote and encourage the organization of addiction professionals; to examine, endorse, and encourage competent and comprehensive programs for the education of addiction professionals and those working with people experiencing addiction; to advocate on behalf of alcohol and drug issues that impact those experiencing addictions; to provide education to the Association's membership on public policy issues; to increase the competence and knowledge of individual members and the general public; to represent the appropriate role of addiction professionals at the local, state and national levels; to engage in such other related activities as may be desirable or required to fulfill the purposes and objectives of the Association; and to provide assistance to those members who may be experiencing difficulties which interfere with their personal and/or professional well-being.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of the Association is presented to assist in understanding the Association's financial statements. The financial statements and notes are representations of New Hampshire Alcohol and Drug Abuse Counselors' management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Accounting

The financial records for New Hampshire Alcohol and Drug Abuse Counselors Association are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

Financial Statement Presentation

Basis of Presentation: The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. New Hampshire Alcohol and Drug Abuse Counselors Association had \$195,904 and \$258,674 in unrestricted net assets as of December 31, 2014 and 2013, respectively.

Temporarily restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Association. The Association had no temporarily restricted net assets as of December 31, 2014 and 2013, respectively.

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Association. The Association had no permanently restricted net assets as of December 31, 2014 and 2013, respectively.

**NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014 and 2013**

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash equivalents

For purposes of reporting cash flows, the Association considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents, excluding amounts the use of which is limited by Board designation or restriction. At December 31, 2014 and 2013, the Association had no cash equivalents.

Support and revenue

The Association receives support primarily through a single grant from the State of New Hampshire. The Association would likely be unable to continue the scope of operations conducted in 2014 and 2013 in the absence of this or similar funding.

Equipment

Equipment is recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of equipment are recorded as unrestricted support. The Association depreciates equipment over a 5-7 year useful life using the straight-line method. Depreciation expense was \$5,883 and \$1,248 for the years ended December 31, 2014 and 2013.

Donated Materials and Services

The Association records the value of donated goods and services when there is an objective basis available to measure their value. For the years ended December 31, 2014 and 2013, in-kind contributions were \$24,950 and \$11,950, respectively.

Income tax status

As of the year ending December 31, 2014, the Association is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code. However, any income from activities not directly related to the Association's tax exempt purpose is subject to taxation as unrelated business taxable income. In earlier years, the Association was exempt from federal income tax under Section 501 (c)6 ; additionally, the Association qualified for the charitable contribution deduction under Section 170 (b) (1) (A) of the Code.

Functional allocation of items

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

**NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014 and 2013**

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 3 COMMITMENTS AND CONTINGENCIES

The Association receives a substantial amount of its support from government agencies. A significant reduction in the level of this support, if this were to occur, may have an effect on the Association's programs and activities. Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of funds to grantors. Although the return of funds is a possibility, the board of directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

Approximately 66% and 64% of total support was derived from a single grant from the State of New Hampshire for years ended December 31, 2014 and 2013, respectively.

NOTE 4 LEASE PAYABLE

On February 20, 2014 the Association entered into a 48 month capital lease to own with WB Mason. Interest on this loan is at 11.48% with required monthly payments of \$913. The balance on the lease was \$28,329 at December 31, 2014

Current maturities of long-term debt are as follows:

Years ended December 31:

2015	\$ 8,119
2016	9,102
2017	10,204
2018	<u>904</u>
Total	<u>\$ 28,329</u>

**NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2014 and 2013**

NOTE 5 SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 20, 2015, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE 6 CONCENTRATION OF RISK

The Association maintains cash balances at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At December 31, 2014 and 2013 the Association had no uninsured cash balances.

NOTE 7 FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Association is required to disclose certain information about its financial assets and liabilities. Cash and cash equivalents, prepaid expenses and accounts payable reported in the statement of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

Fair values of assets measured on a recurring basis at December 31 were as follows:

	<u>Fair Value</u>	Other Unobservable Inputs Level (2)
<u>2014</u>		
Accounts receivable	<u>\$ 15,666</u>	<u>\$ 15,666</u>
<u>2013</u>		
Accounts receivable	<u>\$ 15,065</u>	<u>\$ 15,065</u>

The fair value of the accounts receivable are estimated at the present value of expected future cash flows.

**NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014 and 2013**

NOTE 8 LEASE COMMITMENT

The Association was a tenant-at-will under a month-to-month basis for office space in Gilford, NH. Total rent related to this lease was \$475 and \$5,700 during the years ended December 31, 2014 and 2013 respectively

On December 19, 2013 the Association signed a lease agreement for office space in Concord, NH. The term of the agreement is a six-year lease beginning March 1, 2014 and commencing on February 29, 2020. Total rent related to this lease was \$28,000 during the year ended December 31, 2014

Future minimum rental requirements for the years ended December 31 are:

2015	\$ 34,600
2016	35,800
2017	37,000
2018	37,200
2019	37,200
2020	<u>6,200</u>
Total	<u>\$188,000</u>

ROWLEY & ASSOCIATES, P.C.

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FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors
New Hampshire Alcohol and Drug Abuse Counselors Association
Concord, New Hampshire 03301

Our report on our audit of the basic financial statements of New Hampshire Alcohol and Drug Abuse Counselors Association as of and for the years ended December 31, 2014 and 2013 our report dated March 20 2015, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
March 20, 2015

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

SCHEDULE OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2014 WITH COMPARATIVE TOTALS FOR
THE YEAR ENDED DECEMBER 31, 2013

See Independent Auditors' Report

	Program Services	Management and General	Total 2014	Total 2013
Salaries and wages	\$ 100,452	\$ 11,161	\$ 111,613	\$ 105,169
Employee benefits	14,076	1,564	15,640	14,985
Payroll taxes	7,925	881	8,805	7,642
Scholarships/sponsorships	11,700	-	11,700	12,883
Legal and accounting fees	9,775	1,086	10,861	9,488
Professional services	28,715	-	28,715	21,200
Trainer fees	40,876	-	40,876	23,925
Conferences and meetings	27,099	-	27,099	17,295
Insurance	2,574	286	2,860	4,049
Travel expenses	19,949	-	19,949	19,016
Office supplies and expenses	15,243	-	15,243	8,123
Postage	723	-	723	387
Telephone	4,093	-	4,093	3,798
Education	880	-	880	850
Marketing & communication	3,592	-	3,592	2,664
Bad debt	572	64	635	-
Bank and credit card fees	797	89	885	455
Board expenses	1,893	210	2,103	1,143
Occupancy expenses	25,914	2,879	28,793	6,982
Depreciation	5,295	588	5,883	1,248
Lease Interest	3,389	377	3,766	-
Miscellaneous expenses	601	-	601	590
	<u>\$ 326,131</u>	<u>\$ 19,184</u>	<u>\$ 345,315</u>	<u>\$ 261,892</u>

See Independent Auditors' Report and Notes to Financial Statements

NHADACA Board List May 2015

Member Name	Board Position
Jay Bernier	Lakes Region Representative
Rhonda Bishop	Treasurer
Regént Champigny	At Large Representative
Peter DalPra	Immediate Past President
Annette Escalante	Southern Representative
Melony Lyons	At Large Representative
Lori Magoon	President
Michael O'Bryant	Central Representative
James O'Hearn	North Country Representative
Alex Hamel	At Large Representative
Jane Quigley	Student Representative
Kelly Reardon	President Elect
Katherine Robertson	At Large Representative
Ronald Sayres	At Large Representative
Margaret Smith	Connecticut Valley Representative
Suzanne Thistle	At Large Representative
Lynne Towle	Secretary
Charles Bussison	Seacoast Representative

Lori Lee Magoon, MS, MLADC, LCMHC

Experience

Currently CEO/Proprietor
Self-Empowerment-NH LLC, Concord, NH

January 2012 to present

Lori Magoon who is a Master's Level Alcohol and Drug Counselor and a Licensed Clinical Mental Health Clinician and performs substance abuse counseling for individual one-on-one counseling with clients, develops thorough substance abuse evaluations and assessments, documents detailed progress notes for outpatient treatment, and provides personalized plans for on-going case management and aftercare planning for each client. Facilitates a 36-week batterer's intervention program and was trained from the Emerge program to offer the curriculum. Facilitates a ten week anger management program. Facilitates eight week assertive training workshops. Facilitates ten week family group for family members of substance abusers.

Counsels substance abuse clients at Shea Farm (NH Women's State prison) one day a week.

Supervises a staff at Self-Empowerment-NH LLC.

Supervises the Substance abuse Department at Merrimack County Department of Corrections

Adjunct professor at New Hampshire Technical Institute (NHTI) Concord, NH

July 2012-January 2013 Self-Empowerment-NH Radio Show Host WSMN 1590 newsradio.com

January 2013 to present-WKXL 103.9 FM newsradio.com

Facilitates Workshops "Signs and Symptoms of Substance Abuse in the Workplace", "Signs and Symptoms of Your Child Under the Influence of Mind Altering Substances."

NHADACA (President Elect) November 2011 to present

Farnum Center, Manchester NH (2006- 2011)
Substance Abuse Counselor

Brief Agency Overview -- The Farnum Center is a comprehensive, alcohol and substance abuse treatment facility that offers individual and group counseling in a positive

atmosphere. The Intensive Outpatient Services (IOP) program enables adult clients who do not require a residential level of care the opportunity to receive intensive treatment services while fulfilling their daily responsibilities such as parenting, working, or pursuing educational goals. In the first phase of treatment, clients participate in programming four days a week for two and a half hours each day over four weeks. Phase two requires weekly group and individual counseling for ten weeks. The program consists of group psycho-education, group therapy, individual counseling, aftercare planning and case management.

- worked in an intensive outpatient (IOP) program, helped people who have substance abuse problems with alcohol and drugs to identify specific behaviors and on-going problems related to their addiction. Facilitated three to six intensive outpatient program classes/groups weekly focusing on all aspects of substance abuse/use and addiction.
- Individual one-on-one counseling with clients, developed thorough substance abuse evaluations and assessments, documented detailed progress notes for outpatient treatment, and provided personalized plans for on-going case management and aftercare planning for each client.
- group and family counseling, facilitated substance abuse psycho-education about addiction, effectively managed group therapy and treatment, and compassionately provided family education as well as family counseling.
- developed batterer's intervention program for males ages 18 and up. co-facilitated 36-week group.
- facilitated ten-week anger management program for males and females ages 18

Serenity Place, Manchester NH (2007)
Substance Abuse Counselor

Brief Agency Overview – Serenity Place is a non-profit agency serving the needs of all including indigent, uninsured, and often homeless individuals in the Greater Manchester area. The agency offers professionally trained staff available 24-hours-per-day seven days-per-week for alcohol detoxification as well as individual and group substance abuse education and training. These successful programs continually win the "battle" over the vicious disease of active addiction.

- worked in the alcohol detoxification unit, helped people learn about substance abuse treatment, facilitated three to five substance abuse classes weekly.
- individual one-on-one counseling with clients, developed treatment plans for maintaining sobriety.
- group and family counseling facilitated family awareness programs for chemical dependency.

Education

B.S., Human Services, 2005
Springfield College, Manchester, NH

M.S., Mental Health Counseling, 2009
Springfield College, Manchester, NH

Relevant professional coursework includes:

- Diagnosis and psychopathology with DSM IV
- Group process and therapy
- Counseling in community settings
- Empowerment, multicultural, and marriage and family counseling
- Psychopharmacology
- Certified hypnotherapist
- MLADC
- LCMHC
- GAIN certification
- Batterer's intervention/anger management specialist
- CPR/first aid
- Emerge certified for a 36 week batterer's intervention program

DIANNE PEPIN, MEd., MLADC

LICENSURE Master Licensed Alcohol and Drug Counselor

EDUCATION Master of Education Degree, May 1993
Concentration: Counselor Education: Human Services
Bachelor of Science Degree, May 1989
Major: Elementary Education Minors: Psychology and Human Services
Plymouth State College, Plymouth, N.H.

EXPERIENCE Executive Director, NH Alcohol & Drug Abuse Counselors Association, Concord, N.H. — June 2012 – Present
Promoted to Executive Director in June 2012, the Chief Executive Officer of NHADACA reports to the Board of Directors, provides leadership and direction in the development and delivery of all activities and is responsible for the organization's consistent achievement of its mission and financial objectives.

- ensures the organizational operations and activities are provided in the highest quality manner within the fiscal and human resource limitations of the organization.
- administers and manages all grants, contracts, and agreements and informs the Board of Directors of these and other commitments that involve the utilization of agency operational and financial resources and/or staff and volunteer time.
- ensures the fiscal integrity and stability of the organization.
- staffs the day-to-day operations of the organization providing leadership to staff and volunteers to effectively carry out their assigned responsibilities.
- serves as a spokesperson for the organization in public settings, consistent with the mission, policies, and activities of the organization.

Training Institute Director, NH Alcohol & Drug Abuse Counselors Association/ NH Training Institute on Addictive Disorders, Concord, N.H. — February 2003 – June 2012
Coordinates logistics of workforce development opportunities for substance abuse prevention, intervention and treatment professionals throughout N.H.

- consults with treatment and prevention professionals to identify specific training topic needs and trainers with expertise on that topic.
- collaborates with co-sponsors for various events.
- contacts trainers, contracts their services and coordinates travel arrangements
- markets and advertises events by creating electronic/email flyers and printed brochures and submits events for inclusion in training publications.
- coordinates functions associated with presenting major conference and training workshops of various sizes, and at various locations, statewide.

Masters Licensed Alcohol & Drug Abuse Outpatient Counselor, Horizons Counseling Center, Gilford, N.H. — January 2006 – Present
Provide substance abuse services related to evaluation and referral in an outpatient setting.

Exit Counselor, Community Alcohol Information Program, Inc., Boscawen, Nashua and Laconia, N.H. — July 2003 – November 2005

Conduct exit interviews for clients at the completion of the CAIP, Impaired Driver Intervention Program for DWI first offenders. Attended PRI training October 2003.

- diagnosed and referred as appropriate, DWI first offenders for alcohol dependence and/or alcohol abuse treatment upon file review and structured exit interview.

Licensed Alcohol & Drug Abuse Outpatient Counselor, James Foster & Associates, Manchester, N.H. — October 2003 – July 2004

Provide substance abuse services related to evaluation and brief treatment of individuals in an outpatient setting.

Corrections Counselor/Case Manager, NH Department of Corrections, Lakes Region Facility, Laconia, N.H. — December 1998 – February 2004

Provided clinical services to inmates participating in a modified therapeutic community treatment program (Summit House/Level 3 Substance Abuse Services).

- chaired professional development committees to determine staff training needs and involvement, VOITIS grant fund use, as well as planning and coordination of multiple substance abuse training events for DOC staff.
- supervised inmates in lectures, clinical groups, community meetings, clinical staffing, individual counseling sessions and other clinical group activities.
- impacted the direction/implementation and planning of treatment services available to inmates incarcerated at the Lakes Region Facility.

Antioch New England Adjunct Faculty, Summit House Program, Lakes Region Facility, Laconia, N.H. — May 2000 – May 2002

Field supervise and train graduate interns from the Antioch Graduate School of New England in methods and practice of substance abuse counseling.

- interview, accept or deny, teach/train and supervise master's level interns.
- communicate with professional seminar leaders.

Substance Abuse Counselor, N.H. Bureau of Substance Abuse Services, Multiple Offender Program, Laconia, N.H. — December 1993 – December 1998
Working as a clinical team member providing assessment, education and intervention services to individuals convicted of multiple DWIs.

- conducted intake/orientation, education, individual and group counseling, evaluation and assessment services relevant to client's substance use, medical, psychological, legal and social history.
- represented the program at official hearings of the Dept. of Motor Vehicles.

Independent Contractor/Counselor, NH Department of Corrections, First Step Program, Lakes Region Facility, Laconia, N.H. — July 1997 - September 1997
Facilitated the substance abuse/psycho-educational group component to NH State Prison inmates participating in the First Step Program. The course involved providing 25-28 male inmates intervention services, 3 hours per week for 8 weeks.

- created curriculum including lesson outlines and client handouts.
- facilitated psycho-educational course on substance abuse related issues with difficult offender population.

Shelter Manager, Task Force Against Domestic and Sexual Violence, Plymouth, N.H. — February 1992 - December 1993

Completed 40 hour crisis training for Task Force volunteer crisis-line and was hired as the Shelter Manager four months later.

- communicated with DCYS/DCYF on crisis-related issues.
- supported women in crisis at Plymouth Area Court sessions.
- coordinated/managed building functions, including monitoring clients, intakes, general maintenance, food pantry and emergency supplies.
- presented training workshops on shelter regulations and procedures.

Editorial Assistant, Office of News Services, Plymouth State College, Plymouth, N.H. — August 1989 - November 1993

Associated with this office for four years starting as Administrative Secretary then promoted to Editorial Assistant.

- produced internal and external desktop publications.
- created weekly & monthly event calendars to market college events.
- wrote and distributed news releases concerning student success.
- hired and supervised student office assistants.
- created purchasing documents for supplies and services.
- utilized and maintained extensive computer databases.
- submitted listings of college events to newspapers for publication.

Kimberly A. Hyslop

EDUCATION

New Hampshire Community Technical College
Associates Degree Program Majoring in Human Services 2012 to Present
Associates Degree in Hospitality Management 2000 to 2002
Serve-Safe Certificate 2001

WORK HISTORY

New Hampshire Training Institute on Addictive Disorders and 2/2008 to Present
New Hampshire Alcohol and Drug Abuse Counselors Association
Training Coordinator

Responsibilities Include:

- Performing multiple functions needed to implement regularly scheduled training events such as preparing participant materials, participant registration, equipment set up, room setup and presenter support.
- Summarize evaluations for quality assurance, track statistics/feedback & prepare reports.
- Marketing a clearinghouse of NH professional development resources.
- Applying creative photography and desktop publishing skills in the production of various documents/applications.
- Creating and maintain several extensive databases for multiple training events.
- Tracking payment of registration fees and invoicing participants/agencies for payment.
- Performing general clerical duties to include but not limited to: directing phone calls, mass emailing/marketing, photocopying faxing, mailing and filing.
- Creating and maintaining social networking through Facebook and website page.
- Supporting general functions of the director.

Horizons Counseling Center 7/2008 to 12/2012

Administrative Assistant

Responsibilities included:

- Maintaining and implementing monthly client and insurance billing. Extensive knowledge in billing programs such as Medicaid EDS and Therapist Pro.
- Assist in the coordination of counselor schedules using the Therapist database program.
- Receptionist duties such as greeting clients and visitor, answering and directing phone calls, data entry, word processing, photocopying, faxing, mailing and filing.
- Creating and managing marketing documents using Microsoft Publisher.
- Managing QuickBooks.

Hyslop & Associates 8/2006 to 2/2008

Administrative Assistant

Responsibilities included:

- Answering and directing phone calls and emails and daily cleaning.
- Taking registrations via email, phone and walk-ins.
- Printing class booklets and brochures.

Gloria Peters

EDUCATION

Saint Dominic's High School, Oyster Bay, New York 1960

WORK HISTORY

NH Alcohol & Drug Abuse Counselors Association 4/2014-Present
Training Assistant

Responsibilities Include:

- Support general functions of the NH Training Institute on Addictive Disorders
- Performing multiple functions needed to implement regularly scheduled training events such as preparing participant materials, participant registration and presenter support.
- Summarize evaluations for quality assurance, track statistics/feedback & prepare reports.
- Perform public relations duties such as attendance and representation at exhibit tables for various workforce development events
- Invoicing for training registration fees
- Tracking payment of registration fees and invoicing participants/agencies for payment.
- Support functions such as answering telephones, answering emails, cleaning, opening and distributing mail.

NH Alcohol & Drug Abuse Counselors Association 5/2011 – 9/2011; 10/2012-12/2012
Administrative/Training Assistant

Responsibilities Include:

- Performing multiple functions needed to implement regularly scheduled training events such as preparing participant materials, participant registration and presenter support.
- Summarize evaluations for quality assurance, track statistics/feedback & prepare reports.
- Marketing a clearinghouse of NH professional development resources.
- Invoicing for training registration fees
- Tracking payment of registration fees and invoicing participants/agencies for payment.
- Performing general administrative/clerical duties to include but not limited to: answering telephones, answering emails, photocopying, faxing, mailing and filing.

Horizons Counseling Center 7/2012 – 11/2012
Administrative Assistant

Responsibilities include:

- Receptionist duties such as greeting clients and visitor, answering and directing phone calls, data entry, word processing, photocopying, faxing, mailing and filing.
- QuickBooks data entry

Administrative Assistant and Bookkeeper 12/1996-1/2008
St. Joseph Church, Laconia, NH

Responsibilities include:

- Accounts payable and accounts receivable, payroll, bank reconciliations, financial reporting and budget preparation
- Data entry, answering telephone, customer service,
- Publish weekly church bulletin
- Liturgy scheduling

CONTRACTOR NAME: NH Alcohol & Drug Abuse Counselors Association
Period: July 1, 2015 – December 31, 2015

Key Personnel

Name	Job Title	Annual Salary	% Paid from this Contract	Amount Paid from this Contract
Dianne Pepin	Executive Director	\$58,558	31.50	\$18,446
Kimberly Hyslop	Training Coordinator	\$39,718	15.75	\$6,256
Gloria Peters	Training Assistant	\$17,198	34.17	\$5,877
Lori Magoon	President	0	0	0

**New Hampshire Department of Health and Human Services
New Hampshire Training for Alcohol and Other Drug Abuse Prevention, Intervention,
Treatment and Recovery Professionals**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the New Hampshire Training for Alcohol and Other Drug Abuse, Intervention,
Treatment and Recovery Professionals Contract**

This 2nd Amendment to the New Hampshire Training for Alcohol and Other Drug Abuse, Intervention, Treatment and Recovery Professionals contract (hereinafter referred to as "Amendment #2") dated this 23th day of January 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Alcohol and Drug Abuse Counselors Association (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 130 Pembroke Road, Suite 100, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013 (item #51), and amended by an agreement (Amendment #1 to the Contract) approved on June 4, 2014 (item #55), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B Amendment #1, paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the general Provisions of this Agreement P-37, an amendment limited to Exhibit B-1 Amendment #1, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, 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; and

WHEREAS the parties agree to adjust Budget line item amounts within State Fiscal Year 2015 within the price limitation.

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 Exhibit B-1 Amendment #1 and replace with Exhibit B-1 Amendment #2.

Contractor Initials: AM
Date: 1/30/15



New Hampshire Department of Health and Human Services
New Hampshire Training for Alcohol and Other Drug Abuse Prevention, Intervention,
Treatment and Recovery Professionals

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

2/6/15
Date

Diane Langley
Diane Langley
Director

New Hampshire Alcohol & Drug Abuse Counselors
Association

1/30/15
Date

Ron Magoon President
NAME
TITLE

Acknowledgement:

State of NH County of Merrimack 1/30/15, 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

Ronald L. Magoon
Name and Title of Notary or Justice of the Peace



60-2 43 3-NOV 9107
2015 JUN 3 PM 2:09
Contractor Initials: *DL*
Date: 1/30/15
STATE OF NH
DEPT OF JUSTICE

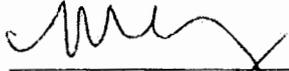


**New Hampshire Department of Health and Human Services
 New Hampshire Training for Alcohol and Other Drug Abuse Prevention, Intervention,
 Treatment and Recovery Professionals**

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

OFFICE OF THE ATTORNEY GENERAL

2/9/15
 Date

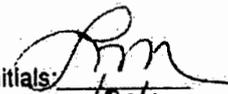

 Name: Megan A. Kelly
 Title: Attorney

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:


 Contractor Initials: _____
 Date: 1/30/15

Budget

Exhibit B-1 Amendment #2

Budget		
New Hampshire Alcohol and Drug Abuse Counselors Association New Hampshire Training for Alcohol and Other Drug Abuse, Intervention, Treatment and Recovery Professionals		
Budget Period: <u>July 1, 2013 through June 30, 2015</u>		
	SFY 14	SFY 15
Line Item	Total Budget	Total Budget
1. Total Salary/Wages	\$ 66,422.00	\$ 64,467.00
2. Employee Benefits	\$ 21,919.00	\$ 21,197.00
3. Consultants	\$ 10,495.00	\$ 10,400.00
4. Equipment:		
Repair and Maintenance	\$ 792.00	\$ 665.00
Purchase/Depreciation	\$ 544.00	\$ 795.00
5. Supplies:		
Educational	\$ 1,788.00	\$ 2,000.00
Office	\$ 1,646.00	\$ 2,000.00
6. Travel	\$ 5,000.00	\$ 3,500.00
7. Occupancy	\$ 7,914.00	\$ 11,350.00
8. Current Expenses		
Telephone	\$ 2,554.00	\$ 2,326.00
Postage	\$ 210.00	\$ 510.00
Audit and Legal	\$ 800.00	\$ 700.00
Insurance	\$ 100.00	\$ 80.00
9. Software	\$ 100.00	\$ 100.00
10. Marketing/Communications	\$ 1,046.00	\$ 1,683.00
11. Staff Education and Training	\$ 20.00	\$ 481.00
13. Other (Specify):		
CEU Applications	\$ 510.00	\$ 600.00
Food/Venue Rental	\$ 3,140.00	\$ 1,646.00
Scholarships	\$ 10,000.00	\$ 10,500.00
BDAS Targetted Training	\$ 3,000.00	\$ 3,000.00
ATR Targetted Training	\$ 4,000.00	\$ 4,000.00
IDS Targetted Training	\$ 16,000.00	\$ 16,000.00
PFS Targetted Training	\$ 15,000.00	\$ 15,000.00
TOTAL	\$ 173,000.00	\$ 173,000.00

CERTIFICATE OF VOTE

I, Lynne Towle, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of New Hampshire Alcohol & Drug Abuse Counselors Association.
(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 May 23, 2013:
(Date)

RESOLVED: That the President
(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 30th day of January, 2015.
(Date Contract Signed)

4. Lori Magoon is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Lynne J. Towle
Lynne Towle, Secretary

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 30th day of January, 2015.

By Lynne Towle
(Name of Elected Officer of the Agency)

Alexandra MacDonald
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: ALEXANDRA MacDONALD
Notary Public - New Hampshire
My Commission Expires February 2, 2016

NR77

MS7
55



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

Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909

Diane Langley, Director
Sheri Rockburn, Director

Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 24, 2014

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

51% Federal funds
49% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services to amend an existing Agreement with the New Hampshire Alcohol and Drug Abuse Counselors Association (NHADACA), 130 Pembroke Road, Suite 100, Concord, New Hampshire 03301 (Vendor #170428 B001), by changing the Contractor's address and phone number, and revising line item budget amounts, with no change to the total price limitation, effective upon Governor and Executive Council approval through June 30, 2015. The Governor and Executive Council approved the original contract on July 10, 2013, Item #51.

Funding is available in the following accounts for State Fiscal Years 2014 and 2015, with the authority to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, if needed and justified and within the price limitation, without further approval from Governor and Executive Council.

05-95-49-49150-2990 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BUREAU OF DRUG AND ALCOHOL SERVICES, CLINICAL SERVICES

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500734	Contracts for Prog Svc	49155369	\$ 16,000	\$ 0	\$ 16,000
2015	102-500734	Contracts for Prog Svc	49155369	\$ 16,000	\$ 0	\$ 16,000
			Sub-total	\$ 32,000	\$ 0	\$ 32,000

05-95-49-49150-2988 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
- 2014	102-500734	Contracts for Prog Svc	49156502	\$ 69,000	\$ 0	\$ 69,000
2014	102-500734	Contracts for Prog Svc	49153338	\$ 15,000	\$ 0	\$ 15,000
2015	102-500734	Contracts for Prog Svc	49156502	\$ 69,000	\$ 0	\$ 69,000
2015	102-500734	contracts for Prog Svc	49153338	\$ 15,000	\$ 0	\$ 15,000
			Sub-total	\$168,00	\$ 0	\$168,000

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BUREAU OF DRUG AND ALCOHOL SERVICES, GOVERNOR COMMISSION FUNDS

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500734	Contracts for Prog Svc	49158501	\$ 69,000	\$ 0	\$ 69,000
2015	102-500734	Contracts for Prog Svc	49158501	\$ 69,000	\$ 0	\$ 69,000
			Sub-total	\$ 138,000	\$ 0	\$ 138,000

05-95-49-49150-2993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BUREAU OF DRUG AND ALCOHOL SERVICES, SAMHSA GRANTS-ATR

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500734	Contracts for Prog Svc	49155900	\$ 4,000	\$ 0	\$ 4,000
2015	102-500734	Contracts for Prog Svc	49155900	\$ 4,000	\$ 0	\$ 4,000
			Sub-total	\$ 8,000	\$ 0	\$ 8,000
			Total	\$ 346,000	\$ 0	\$346,000

EXPLANATION

The purpose of this Requested Action is to amend Exhibit B-1 Budget by adjusting line item expenses within the price limitation and according to paragraph 18 of the General Provisions, this change must be made in writing and approved by Governor and Executive Council.

Additionally, this Requested Action also amends the General Provisions Agreement, sections 1.4, Contractor address and 1.5, Contractor phone number and amends Exhibit B by adding language for the authority to adjust amounts if needed and justified within and between State Fiscal years and within the price limitation, without further approval from Governor and Executive. This will allow the Department to make accounting changes without seeking Governor and Executive Council approval.

The Contractor's move to a new physical location has necessitated line item changes within the current budget to allow for the change in occupancy and venue costs. Occupancy rates for the new office space have increased, however this space includes two classrooms that will be used for contracted services, therefore negating the need to rent venue space for each scheduled training.

Due to the nature of this work, budget line items such as consultant and travel fees can vary depending on particular trainer costs and the method of travel/length of stay needed for particular workshops. If this request is not approved, the State would lose the ability to move monies to pay for additional services that could be provided within the price limitation of this contract because those funds are in budget lines that have not been fully expended, but are not able to be reallocated.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 24, 2014
Page 3 of 3

The New Hampshire Alcohol and Drug Abuse Counselors Association was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on January 25, 2013 through March 25, 2013. In addition, a bidder's conference was held on February 22, 2013. A total of 2 proposals were received as a result of the RFP. Technical and Cost Proposals were reviewed and scored by a committee of five professionals from the Department based on the review criteria as stated in the RFP. The Committee recommended this bidder for contract.

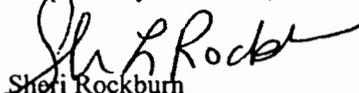
The Contractor's performance in meeting these goals will be measured through quarterly meetings with the Bureau of Drug & Alcohol Services to ensure contract obligations are being met consistently and through demonstration of an 85% or better rating of trainee satisfaction through training evaluations which measure content, instructor knowledge and ability, and the transfer of knowledge, skills and attitudes to training participants.

Area Served: Statewide.

Source of Funds: 49% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 2% Federal Funds from the Substance Abuse and Mental Health Services Administration, Access to Recovery Grant, and 49% General.

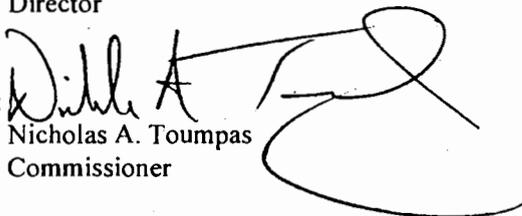
In the event that Federal Funds become no longer available, General Funds will not be requested to support these programs.

Respectfully submitted,



Sheri Rockburn
Director

Approved by:



Nicholas A. Toumpas
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the New Hampshire Alcohol & Drug Abuse Counselors Association Contract

This 1st Amendment to the New Hampshire Training for Alcohol and other Drug Abuse, Intervention, Treatment and Recovery Professionals contract (hereinafter referred to as "Amendment #1") dated this 18th day of April 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Alcohol & Drug Abuse Counselors Association (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 130 Pembroke Road, Suite 100, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the Contract by written agreement of the parties; and

WHEREAS the parties agree to adjust Budget line item amounts within the price limitation.

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

- 1) Amendment and Modification to P-37
 - a. Delete address in Box 1.4
 - b. Replace address in Box 1.4 with:
130 Pembroke Road, Suite 100
Concord, NH 03301
 - c. Delete phone number in Box 1.5
 - d. Replace phone number in Box 1.5 with:
603-225-7060

- 2) Amendment and Modification of Exhibit A.
 - a. Delete Exhibit A 1.3 Contractor responsibilities paragraph # 13.

- 3) Amendment and Modification of Exhibit B.
 - a. Delete Exhibit B.
 - b. Replace with Exhibit B Amendment #1.

- 4) Amendment and Modification of Exhibit B-1
 - a. Delete Exhibit B-1
 - b. Replace with Exhibit B-1 Amendment #1.



New Hampshire Department of Health and Human Services
New Hampshire training for alcohol and other drug abuse prevention, intervention,
treatment and recovery professionals

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,

5/5/14
Date

State of New Hampshire
Department of Health and Human Services
[Signature]
NAME
TITLE

4/23/14
Date

New Hampshire Alcohol & Drug Abuse Counselors
Association
[Signature]
NAME Peter Dal Pra
TITLE President

Acknowledgement:
State of NH, County of Merrimack on 4/23/14, 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

[Signature]
Name and Title of Notary or Justice of the Peace

JOFFA M RAYMOND
Notary Public, New Hampshire
My Commission Expires Nov 9, 2016

New Hampshire Department of Health and Human Services
New Hampshire training for alcohol and other drug abuse prevention, intervention,
treatment and recovery professionals



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

OFFICE OF THE ATTORNEY GENERAL

5-14-14
Date

Rosemary Wiant
Name: Rosemary Wiant
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B-1.
2. Account Numbers;
#010-049-2990-102-500734
#010-049-2988-102-500734
#010-049-2989-102-500734
#010-049-2993-102-500734
3. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:
 - 3.1. \$138,000.00 funded from 100% Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment general funds.
 - 3.2. \$138,000.00 funded from 100% federal funds from the Department of Health and Human Services, Substance Abuse Prevention and Treatment Block Grant (DHHS, SAPT), CFDA #93.959.
 - 3.3. \$8,000.00 funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Access to Recovery Grant, (SAMHSA, ATR), CFDA #93.275.
 - 3.4. \$30,000.00 funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Partnership for Success Grant (SAMHSA, PFS), CFDA #93.243.
 - 3.5. \$32,000.00 funded from 100% general funds.
 - 3.6. TOTAL: \$346,000.00
4. Payment for said services shall be made as follows:
The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. 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.

The invoice must be submitted to:
Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 Amendment #1, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



Exhibit B Amendment #1

6. The contractor shall report revenues generated by services provided under this contract on a monthly basis on monthly financial reimbursement forms and shall spend at least 80% of said revenues on development and provision of services as stated in this Scope of Services;
 - 6.1. Reinvestment funds will be spent on program and workforce enhancements.
 - 6.2. Contractor shall track revenues against reinvestment fund budgeted totals of \$30,000 and \$31,000 for State Fiscal Years 2014 and 2015, respectively; and report progress as part of monthly financial reporting

Budget Exhibit B-1 Amendment #1

Budget					
New Hampshire Training for Alcohol and Other Drug Abuse, Intervention, Treatment and Recovery Professionals					
Budget Period: July 1, 2013 through June 30, 2015 REVISED					
Line Item	SFY 14 Program Funds Requested	SFY 14 Increase / (Decrease) Budget	Total Budget	SFY 15 Program Funds Requested	Total Budget
1. Total Salary/Wages	\$ 66,422.00		\$ 66,422.00	\$ 67,567.00	\$ 67,567.00
2. Employee Benefits	\$ 21,919.00		\$ 21,919.00	\$ 22,297.00	\$ 22,297.00
3. Consultants	\$ 10,300.00	\$ 195.00	\$ 10,495.00	\$ 10,400.00	\$ 10,400.00
4. Equipment:					
Repair and Maintenance	\$ 580.00	\$ 212.00	\$ 792.00	\$ 580.00	\$ 580.00
Purchase/Depreciation	\$ 300.00	\$ 244.00	\$ 544.00	\$ 300.00	\$ 300.00
5. Supplies:					
Educational	\$ 2,000.00	\$ (212.00)	\$ 1,788.00	\$ 2,000.00	\$ 2,000.00
Office	\$ 2,000.00	\$ (354.00)	\$ 1,646.00	\$ 2,000.00	\$ 2,000.00
6. Travel	\$ 5,000.00		\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
7. Occupancy	\$ 5,500.00	\$ 2,414.00	\$ 7,914.00	\$ 5,500.00	\$ 5,500.00
8. Current Expenses					
Telephone	\$ 2,100.00	\$ 454.00	\$ 2,554.00	\$ 2,100.00	\$ 2,100.00
Postage	\$ 510.00	\$ (300.00)	\$ 210.00	\$ 510.00	\$ 510.00
Audit and Legal	\$ 700.00	\$ 100.00	\$ 800.00	\$ 700.00	\$ 700.00
Insurance		\$ 100.00	\$ 100.00		\$ -
9. Software	\$ 100.00		\$ 100.00	\$ 100.00	\$ 100.00
10. Marketing/Communications	\$ 1,200.00	\$ (154.00)	\$ 1,046.00	\$ 1,200.00	\$ 1,200.00
11. Staff Education and Training	\$ 800.00	\$ (780.00)	\$ 20.00	\$ 800.00	\$ 800.00
13. Other (Specify):					
CEU Applications	\$ 600.00	\$ (90.00)	\$ 510.00	\$ 600.00	\$ 600.00
Food/Venue Rental	\$ 4,969.00	\$ (1,829.00)	\$ 3,140.00	\$ 4,346.00	\$ 4,346.00
Scholarships	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
BDAS Targetted Training	\$ 3,000.00		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
ATR Targetted Training	\$ 4,000.00		\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
IDS Targetted Training	\$ 16,000.00		\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
PFS Targetted Training	\$ 15,000.00		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
TOTAL	\$ 173,000.00	\$ -	\$ 173,000.00	\$ 173,000.00	\$ 173,000.00

CERTIFICATE OF VOTE

I, Kelly Reardon, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of New Hampshire Alcohol & Drug Abuse Counselors Association.
(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 May 23, 2013:
(Date)

RESOLVED: That the President
(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 23rd day of April, 2014.
(Date Contract Signed)

4. Peter DalPra is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


Kelly Reardon, Secretary

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 23rd day of April, 2014.

By Kelly Reardon
(Name of Elected Officer of the Agency)


(Notary Public Justice of the Peace)

Commission Expires: Nov. 9, 14

GRACE B. SHAW
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Nov. 9, 2018



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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate
 Commissioner

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

June 21, 2013

7-10-13
51
5196 Federal
4976 General

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with The New Hampshire Alcohol and Drug Abuse Counselors Association (NHADACA), (Vendor #170428 B001), 25 Country Club Road, Suite 604, Gilford, NH 03249, to provide training and workforce development activities for alcohol and other drug abuse prevention, intervention, treatment, and recovery support professionals, to be effective date of Governor and Council approval, through June 30, 2015, in an amount not to exceed \$346,000.00.

Funds are anticipated to be available in SFY 2014 and SFY 2015 depending upon the availability and continued appropriation of funds in future operating budgets.

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

Class/ Account	Class Title	Fiscal Year	Job Number	Total Amount
102-500734	Contracts for Prog Svc	SFY 2014	49155369	\$16,000.00
102-500734	Contracts for Prog Svc	SFY 2015	49155369	\$16,000.00
			Sub-Total	\$32,000.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

Class/ Account	Class Title	Fiscal Year	Job Number	Total Amount
102-500734	Contracts for Prog Svc	SFY 2014	49156502	\$69,000.00
102-500734	Contracts for Prog Svc	SFY 2014	49153338	\$15,000.00
102-500734	Contracts for Prog Svc	SFY 2015	49156502	\$69,000.00
102-500734	Contracts for Prog Svc	SFY 2015	49153338	\$15,000.00
			Sub-Total	\$168,000.00

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

Class/Account	Class Title	Fiscal Year	Job Number	Total Amount
102-500734	Contracts for Prog Svc	SFY 2014	49158501	\$69,000.00
102-500734	Contracts for Prog Svc	SFY 2015	49158501	\$69,000.00
			Sub-Total	\$138,000.00

05-95-49-491510-2993 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, SAMHSA GRANTS-ATR

Class/Object	Class Title	Fiscal Year	Job Number	Total Amount
102-500734	Contracts for Prog Svc	SFY 2014	49155900	\$4,000.00
102-500734	Contracts for Prog Svc	SFY 2015	49155900	\$4,000.00
			Sub-Total	\$8,000.00
			Total	\$346,000.00

EXPLANATION

Funds in this agreement will be used to provide training and workforce development services that prepare alcohol and other drug abuse professionals to deliver policies, programs, and practices that improve outcomes of prevention, intervention, treatment and recovery support service activities to mitigate alcohol and other drug misuse and abuse and its social, health, and behavioral consequences.

Workforce problems have an impact on almost every aspect of prevention and treatment across all sectors of the diverse behavioral health field. The issues encompass difficulties in recruiting and retaining staff, marginal wages and benefits, limited access to relevant and effective training, and burdens on the workforce to meet high levels of demand with limited resources. The workforce of alcohol and other drug abuse professionals who provide prevention, intervention, treatment, and recovery support services is not sufficient to meet the growing need for those services and the necessary knowledge base for providing alcohol and other drug services has grown dramatically over the past several years. Research and outcome measures are informing the development of the most efficacious practices; new and current alcohol and drug professionals need access to this information. The improvement of care and the transformation of systems of care depend entirely on a workforce that is adequate in size and effectively trained and supported.

The goals of this contract are to offer trainings that will enhance the skills of the prevention, intervention, treatment, and recovery supports services workforce by: providing training opportunities that meet licensure or certification requirements; providing opportunities for cross-training within addiction services and across related fields to increase effective integration of services; and by providing affordable, accessible training that reaches a wide geographic audience.

The Contractor's performance in meeting these goals will be measured through quarterly meetings with the Bureau of Drug & Alcohol Services to ensure contract obligations are being met consistently and through demonstration of an 85% or better rating of trainee satisfaction through training evaluations which measure content, instructor knowledge and ability, and the transfer of knowledge, skills and attitudes to training participants.

Should the Governor and Executive Council determine to not authorize this Request, alcohol and other drug abuse professionals will not have sufficient access to training that meets licensing and certification requirements and will be ill prepared to deliver policies, programs, and practices that improve outcomes that mitigate alcohol and other drug misuse and abuse and its social, health, and behavioral consequences.

The New Hampshire Alcohol and Drug Abuse Counselors Association was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on January 25, 2013 through March 25, 2013. In addition, a bidder's conference was held on February 22, 2013. A total of 2 proposals were received as a result of the RFP. Technical and Cost Proposals were reviewed and scored by a committee of five professionals from the Department based on the review criteria as stated in the RFP. The committee recommended this bidder for contract. Specific areas of expertise of the review committee include: substance abuse treatment and recovery support services, budgeting and finance, training delivery and development, and organizational development. Three members of the review committee work in the substance abuse services field; one has been a substance abuse professional for 10 years, one is a business administrator and the other has been working in the training field for 12 years and as a training coordinator for substance abuse services for the last 5 years. The other two review committee members have combined experience of 48 years in the training delivery and organizational development field. The New Hampshire Alcohol and Drug Abuse Counselors Association received the highest score. The RFP Scoring Summary is attached.

This request covers services for the period July 1, 2013 to June 30, 2015, with an option to renew for two additional years, pending availability of funding, the agreement of the parties and approval of Governor and Council.

Area served: Statewide

Source of Funds: 49% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 2% Federal Funds from the Substance Abuse and Mental Health Services Administration, Access to Recovery Grant and 49% General.

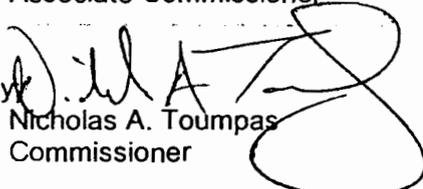
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by



Nicholas A. Toumpas
Commissioner

RFP Score Summary

RFP# 13-DHHS-DCBCS-BDAS-02

Program Name: NH Bureau of Drug and Alcohol Services (BDAS)

Contract Purpose: *To provide training and workforce development services to prepare alcohol and other drug abuse professionals to deliver policies, programs, and practices that improve outcomes of prevention, intervention, treatment, and recovery support service activities to mitigate alcohol and other drug misuse and abuse and its social, health, and behavioral consequences.*

		Bidder Name	NHADACA	JSI/CHI
TECHNICAL PROPOSAL				
CRITERIA	Max Pts			
Formatting	5		4	5
Experience & Capacity	30		23	23
Training Delivery	30		28	21
Collaboration	20		17	17
Marketing	5		5	4
Financial Sustainability	10		10	4
		Total Pts		
Total Max Pts Available	100	Given	87	74
COST PROPOSAL				
Budget	50		48	45
Justification	10		9	7
Indirect Cost	20		20	15
Revenue Reinvestment	20		16	15
		Total Pts		
Total Max Pts Available	100	Given	93	82
TOTAL SCORE				
		Total	89	76

BUDGET				
AVAILABLE FUNDING		BUDGET REQUEST		
SFY 2014	\$ 173,000.00	SFY 2014	\$ 173,000.00	\$ 173,000.00
SFY 2015	\$ 173,000.00	SFY 2015	\$ 173,000.00	\$ 173,000.00
		TOTAL		
TOTAL AVAIL.	\$ 346,000.00	REQ.	\$ 346,000.00	\$ 346,000.00

REVIEWERS		
Name	Job Title	Dept./Agency
Shannon Quinn	Training Coordinator	DHHS - Bureau of Drug & Alcohol Services
Michael Lawless	Program Specialist IV	DHHS - Bureau of Drug & Alcohol Services
Linda Colby	Business Administrator	DHHS - Bureau of Drug & Alcohol Services
Lori Weaver	Administrator	DHHS - Office of the Commissioner
Jillian Schenck	Administrator	DHHS - Bureau of Human Resources

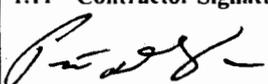
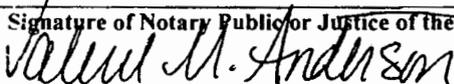
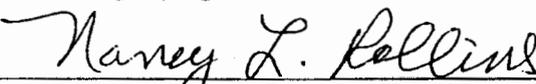
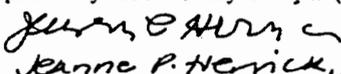
Subject: New Hampshire training for alcohol and other drug abuse prevention, intervention, treatment and recovery professionals

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 and Human Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name New Hampshire Alcohol & Drug Abuse Counselors Association		1.4 Contractor Address 25 Country Club Rd. Suite 604 Gilford, NH 03249	
1.5 Contractor Phone Number 603-528-6800	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$ 346,000.00
1.9 Contracting Officer for State Agency Shannon Quinn, Training Coordinator		1.10 State Agency Telephone Number (603) 271-5889	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Dal Pra, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/18/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Valerie Anderson Assistant Mgr. Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Nancy L. Rollins, Associate Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Jeanne P. Henick, Attorney</u> On: <u>25 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of 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 \$250,000 per claim and \$2,000,000 per occurrence; and

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

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

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

Contractor Initials:
Date: 6/18/13

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

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

1.1. Purpose

The purpose of this contract is to improve the ability of alcohol and other drug prevention, intervention, treatment and recovery supports service providers to deliver quality, outcome-supported services to clients and participants, and to support the field of alcohol and other drug addictions and recovery services through high quality training and workforce development activities.

Training services offered through this contract will prepare a workforce to deliver policies, programs, and practices that improve outcomes of prevention, intervention, treatment, and recovery support services activities to mitigate alcohol and other drug misuse and abuse and its social, health, and behavioral consequences.

1.2. Goal

To enhance the skills of the prevention, intervention, treatment, and recovery supports services workforce by:

- Providing training opportunities that meet requirements for licensure or certification;
- Increasing provider knowledge and skills in applying outcome-supported policies, programs, and practices;
- Providing opportunities for cross-training within the addiction services and across related fields to increase effective integration of services; and
- Providing affordable, accessible training that reaches the widest audience geographically, while meeting different adult learning styles and levels through the integration of distance and/or blended learning opportunities.

1.3. Contractor responsibilities

Contractor shall provide all aspects of training to the workforce to support the goals and objectives of this contract.

- 1) Contractor shall establish and/or maintain an administrative capacity to plan, coordinate, monitor, and evaluate a multi-component training and workforce development initiative to include, but not limited to:
 - a) The project staff shall be comprised of
 - i) 1 full-time (40 hours per week) Director
 - ii) 1 full-time (40 hours per week) Training Coordinator
 - iii) 1 half-time (20 hours per week) Training Assistant
 - b) Provide adequate project administration to ensure staff oversight, the quality of services, and contract and fiscal accountability;
 - i) Submit monthly spreadsheets for reimbursement that track funds expended and remaining within each of the line items/targeted initiatives;
 - c) Maintain a project office (with necessary equipment, supplies, and telecommunications); and
 - d) Ensure access to adequate, geographically diverse training facilities
 - i) Utilize various settings for training events by having access to quality, low-cost spaces;
 - ii) Maintain or create partnerships with agencies throughout the state to further increase the ability to offer trainings in diverse geographic areas;
- 2) Contractor shall develop and maintain a learning management system for the administration, documentation, tracking, reporting, delivery, and evaluation of training offered through this contract;
 - a) All training shall be evaluated at minimum for content, instructor knowledge and ability, and transfer of knowledge, skills and attitudes to training participants;
 - b) The Contractor shall demonstrate an 85% or better rating of trainee satisfaction through training evaluations, in a format to be approved by DHHS;



Exhibit A

- 3) Contractor shall coordinate, set up, and deliver training events that address:
 - a) Core competency needs of the state's prevention, treatment and recovery support providers, consistent with the NH Board of Alcohol and Other Drug Use Professionals and the NH Prevention Certification Board. Trainings will have equitable emphasis on treatment, prevention, and recovery supports core competencies;
 - i) Deliver a minimum 14 face-to-face training days per contract year (1day = 6 hours)
 - ii) Deliver a minimum of 6 webinars per contract year
 - b) Specific needs and other emerging issues as determined by and at the express request of the BDAS, including, but not limited to the following program areas;
 - i) BDAS Targeted Training;
 - ii) Access to Recovery (ATR);
 - iii) Partnership for Success (PFS);
 - iv) Impaired Driver Services Program (IDSP);
 - c) Registration fees;
 - i) For BDAS targeted trainings, ATR, and PFS training; registration costs will not be charged to specific, targeted individuals/groups/agencies, as identified by BDAS;
 - ii) If deemed appropriate, registration fees may be charged for these trainings to non-identified individuals. This will be at the discretion of BDAS and on a training-by-training basis;
 - d) Resiliency and Recovery-Oriented Systems of Care (RROSC) theories and principals shall be integrated into all trainings offered through this contract;
 - i) All presenters will be asked to address how their topic fits within RROSC and to integrate RROSC theories and principals into their overall presentation. This will be documented through the Presenter Agreement made between the Contractor and the Presenter;
- 4) Contractor shall design trainings to meet multiple adult learning styles and levels using a variety of formats and methods, including but not limited to didactic lecture, small group discussions and activities, role play, demonstration, case studies, and application of principles to personal experience;
- 5) Contractor shall, where appropriate, modify trainings to be delivered via an eLearning platform to reach a wide geographic audience;
 - a) Modified training content can be delivered through various applications such as, but not limited to: web-based learning, computer-based learning, blended learning, self-paced, and/or instructor lead;
 - b) All modified training shall be approved by BDAS prior to being delivered to training participants;
- 6) Contractor shall ensure trainings offered under this contract are available to BDAS staff at no cost pending availability of space;
- 7) Contractor shall increase provider community awareness of, and access to events funded through this contract and other workforce development resources available in the state, region, and nationally;
 - a) Maintain and market a list of events offered through this contract through multiple avenues, including but not limited to: hard-copy and electronic mailings, face-to-face distributions via exhibit tables at events such as conferences, wellness fairs and other NH Training Institute on Addictive Disorders (NHTIAD) events, as well as social media outlets such as Facebook;
 - b) Maintain an electronic professional development calendar of educational events offered by other organizations throughout NH as well as bordering states, which provides a comprehensive resource for people to access additional workshop information;
 - c) All BDAS funded training events and the professional development calendar of educational events will be listed, marketed, and/or linked to the BDAS website (*see #11 Scope of Services for details*);

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New Hampshire Department of Health and Human Services
New Hampshire training for alcohol and other drug abuse prevention, intervention,
treatment and recovery professionals



Exhibit A

- 8) Contractor shall administer a process to award scholarships to NH prevention, intervention, treatment, and recovery support providers for attendance at approved training institutes such as, but not limited to, those sponsored by the NEIAS, ATTC, CAPT:
 - a) A minimum of \$10,000.00 per fiscal year will be reserved for scholarships. Contractor responsibilities shall include, but are not limited to, the following:
 - i) Managing scholarship marketing and requests;
 - ii) Managing and tracking all scholarship applications and awards;
 - iii) Working with BDAS contract manager to confirm available funds and criteria for awards;
 - iv) Making scholarship payments to training institutes by procedures agreeable to both parties;
 - b) Final determination of awards shall be at the discretion of BDAS,
- 9) Contractor shall work collaboratively, at the direction of BDAS, with the NH Center for Excellence (CfEx) to coordinate training that supports common, identified efforts, including but not limited to, developing and maintaining a process to handle logistics for Sector trainings created by the CfEx:
 - a) Work with BDAS contract manager and representatives from the CfEx to determine what trainings will be offered to the Sectors;
 - b) Host and/or link to training modules;
 - c) Effectively market trainings in conjunction with the CfEx;
 - d) Register and track all participants; and
 - e) Issue certificates upon completion of each training and/or module
- 10) Contractor shall participate in quarterly meetings with an oversight committee comprised of BDAS staff representing relevant program areas, and the contract manager from BDAS with the following objectives:
 - a) Ensure all contract obligations are being met consistently;
 - b) Review training evaluations to assess and enhance the training program;
 - c) Review financial reports showing program revenues and expenditures;
 - d) Review and approve training work plans;
- 11) Contractor shall, as appropriate, work with the designated website vendor(s) for the BDAS website, <http://www.nhcenterforexcellence.org/>, to develop capacity to effectively interface with the site, including, but not limited to:
 - a) Linking the Contractor's website to and from the BDAS website;
 - b) Receiving training registrations generated from the BDAS website;
 - c) Linking and/or posting the clearinghouse of training opportunities to the BDAS website;
 - d) Linking all BDAS funded training events on the calendar function of the BDAS website;
 - e) Linking and/or posting all eLearning events created for, requested, or sponsored by BDAS to the training page of the BDAS website;
 - f) Posting all Sector trainings created through the NH CfEx on the BDAS website,
- 12) Contractor shall increase long-term sustainability of training for substance abuse professionals by leveraging resources to increase and expand the number of professional trainings offered including, but not limited to the following:
 - a) Pursue other revenue sources to support workforce development efforts;
 - b) Develop strategic partnerships with other workforce development initiatives in NH
- 13) The contractor shall report revenues generated by services provided under this contract on a monthly basis on monthly financial reimbursement forms and shall spend at least 80% of said revenues on development and provision of services as stated in this Scope of Services:
 - a) Reinvestment funds will be spent on program and workforce enhancements.
 - b) Contractor shall track revenues against reinvestment fund total per State Fiscal Year, as detailed in Exhibit B-1, and report progress as part of monthly financial reporting.



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Exhibit B

Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B-1.

Account Numbers;

#010-049-2990-102-500734

#010-049-2988-102-500734

#010-049-2989-102-500734

#010-049-2993-102-500734

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

\$138,000.00 funded from 100% Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment general funds.

\$138,000.00 funded from 100% federal funds from the Department of Health and Human Services, Substance Abuse Prevention and Treatment Block Grant (DHHS, SAPT), CFDA #93.959.

\$8,000.00 funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Access to Recovery Grant, (SAMHSA, ATR), CFDA #93.275.

\$30,000.00 funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Partnership for Success Grant (SAMHSA, PFS), CFDA #93.243.

\$32,000.00 funded from 100% general funds.

TOTAL: \$346,000.00

Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. 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.

The invoice must be submitted to:

Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

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Exhibit B-1
Budget with Reinvestment Funds

Budget with Reinvestment Funds SFY 2014 & SFY 2015						
Budget Period: July 1, 2013 through June 30, 2015 REVISED						
Line Item	SFY 14 Program Funds Requested	Reinvestment Funds	Total Budget	SFY 15 Program Funds Requested	Reinvestment Funds	Total Budget
1. Total Salary/Wages	\$ 66,422.00	\$ 16,009.00	\$ 82,431.00	\$ 67,567.00	\$ 16,681.00	\$ 84,248.00
2. Employee Benefits	\$ 21,919.00	\$ 4,273.00	\$ 26,192.00	\$ 22,297.00	\$ 4,495.00	\$ 26,792.00
3. Consultants	\$ 10,300.00	\$ 1,718.00	\$ 12,018.00	\$ 10,400.00	\$ 1,764.00	\$ 12,164.00
4. Equipment:						
Repair and Maintenance	\$ 580.00	\$ 200.00	\$ 780.00	\$ 580.00	\$ 260.00	\$ 840.00
Purchase/Depreciation	\$ 300.00	\$ 100.00	\$ 400.00	\$ 300.00	\$ 100.00	\$ 400.00
5. Supplies:						
Educational	\$ 2,000.00	\$ 250.00	\$ 2,250.00	\$ 2,000.00	\$ 250.00	\$ 2,250.00
Office	\$ 2,000.00	\$ 250.00	\$ 2,250.00	\$ 2,000.00	\$ 250.00	\$ 2,250.00
6. Travel	\$ 5,000.00	\$ 1,000.00	\$ 6,000.00	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00
7. Occupancy	\$ 5,500.00	\$ 1,300.00	\$ 6,800.00	\$ 5,500.00	\$ 1,300.00	\$ 6,800.00
8. Current Expenses						
Telephone	\$ 2,100.00	\$ 1,400.00	\$ 3,500.00	\$ 2,100.00	\$ 1,400.00	\$ 3,500.00
Postage	\$ 510.00		\$ 510.00	\$ 510.00		\$ 510.00
Audit and Legal	\$ 700.00	\$ 400.00	\$ 1,100.00	\$ 700.00	\$ 400.00	\$ 1,100.00
Insurance		\$ 2,700.00	\$ 2,700.00		\$ 2,700.00	\$ 2,700.00
9. Software	\$ 100.00		\$ 100.00	\$ 100.00		\$ 100.00
10. Marketing/Communications	\$ 1,200.00	\$ 200.00	\$ 1,400.00	\$ 1,200.00	\$ 200.00	\$ 1,400.00
11. Staff Education and Training	\$ 800.00	\$ 200.00	\$ 1,000.00	\$ 800.00	\$ 200.00	\$ 1,000.00
13. Other (Specify):						
CEU Applications	\$ 600.00		\$ 600.00	\$ 600.00		\$ 600.00
Food/Venue Rental	\$ 4,969.00		\$ 4,969.00	\$ 4,346.00		\$ 4,346.00
Scholarships	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
BDAS Targetted Training	\$ 3,000.00		\$ 3,000.00	\$ 3,000.00		\$ 3,000.00
ATR Targetted Training	\$ 4,000.00		\$ 4,000.00	\$ 4,000.00		\$ 4,000.00
IDS Targetted Training	\$ 16,000.00		\$ 16,000.00	\$ 16,000.00		\$ 16,000.00
PFS Targetted Training	\$ 15,000.00		\$ 15,000.00	\$ 15,000.00		\$ 15,000.00
TOTAL	\$173,000.00	\$ 30,000.00	\$203,000.00	\$173,000.00	\$ 31,000.00	\$204,000.00

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, 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.

15. 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.

16. 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.

17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL 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.

Contractor Initials: 70
Date: 6-17-13

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 Department reserves the right to extend this contract for an additional two years, subject to continued availability of funds, satisfactory performance of services, and approval of contract extension by the Governor and Executive Council.**

4. **Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:**

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence; and

Contractor Initials: 12
Date: 6-18-13

NH Department of Health and Human Services

STANDARD EXHIBIT D

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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)
 25 Country Club Rd Suite 604, Gilford, NH Belknap County
 various conference + training venues statewide.
 Check if there are workplaces on file that are not identified here.

NH Alcohol + Drug Abuse
 Counselors Association From: 7/1/13 To: 6/30/15
 (Contractor Name) (Period Covered by this Certification)

Peter Dal Pra, President
 (Name & Title of Authorized Contractor Representative)


 (Contractor Representative Signature)

6/18/13
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

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

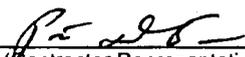
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: 7/1/13 through 6/30/15

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 Representative Signature)

Peter Dal Pra, President
(Authorized Contractor Representative Name & Title)

NH Alcohol + Drug Abuse
Counselors Association
(Contractor Name)

6/18/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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 (1)(b) of this certification; and
 - (d) 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.
- (2) 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).

Contractor Initials: PIJ

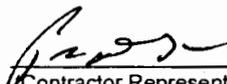
Date: 6/18/13

LOWER TIER COVERED TRANSACTIONS

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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 Representative Signature)	Peter Dal Pra, President (Authorized Contractor Representative Name & Title)
NH Alcohol + Drug Abuse Counselors Association (Contractor Name)	6/18/13 (Date)

Contractor Initials: PD

Date: 6/18/13

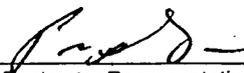
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

 _____ (Contractor Representative Signature)	Peter Dal Pra, President _____ (Authorized Contractor Representative Name & Title)
NH Alcohol + Drug Abuse Counselors Association _____ (Contractor Name)	6/18/13 _____ (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

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 Representative Signature)

Peter Dal Pra, President

(Authorized Contractor Representative Name & Title)

NH Alcohol + Drug Abuse
Counselors Association

(Contractor Name)

6/18/13

(Date)

Contractor Initials: PD

Date: 6/18/13

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) **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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part I, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part I, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Department of Health + Human Services
Bureau of Drug and Alcohol Services

NH Alcohol + Drug
Abuse Counselors
Association

The State Agency Name

Name of the Contractor

Nancy L. Rollins



Signature of Authorized Representative

Signature of Authorized Representative

Nancy L. Rollins

Peter Dal Pra

Name of Authorized Representative

Name of Authorized Representative

Associate Commissioner

President

Title of Authorized Representative

Title of Authorized Representative

6/24/13

6/18/13

Date

Date