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

129 PLEASANT STREET, CONCORD, NH 03301-3857
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Jeffery A. Meyers
Commissioner

Kathleen A. Dunn
Associate Commissioner
Medicaid Director

March 7, 2016

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, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed $11,451,100, effective April 1, 2016 through June 30, 2017, upon approval by Governor and Executive Council. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Concord Hospital, Inc. Concord	$72,700
Families First of the Greater Seacoast, Portsmouth	$35,900
Families in Transition, Manchester	$357,600
Grafton County Department of Corrections, North Haverhill	$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	$3,734,500
HALO Educational Systems, Canaan	$678,400
Headrest, Inc., Lebanon	$453,700
Horizons Counseling Center, Inc., Gilford	$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	$643,300

Vendor	Budgeted Amount
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	$1,715,000
Phoenix Houses of New England, Providence Rhode Island	$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	$1,455,800
Tri-County Community Action Program, Inc., Berlin	$368,400
The Youth Council, Nashua	$103,000
Total	**$11,451,100**

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

Please see Attachment A for fiscal details.

EXPLANATION

The attached agreements represent fourteen (14) of a total fifteen (15) agreements with a combined price limitation of $11,451,100 of a total $11,940,600 that will allow the Contractors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. The final contract will be presented to the Governor and Executive Council at an upcoming meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 385 as of January 8, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The Contract for National Council on Alcoholism and Drug Dependency/Greater Manchester includes language in Exhibit A, Section 25, for the use of the Tirrell House, a State owned building, for residential substance use disorder treatment services for up to 14 individuals. The Contract includes up to $286,000 for repairs/replacement of the fire alarm system, fire suppression system, upgrade the kitchen, and other miscellaneous repairs as required by the joint inspection of the State of New Hampshire Fire Marshall, City of Manchester, and the Department's Health Facilities Administration.

Should the Governor and Executive Council determine to not authorize this Request, the Contractors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Kathleen A. Dunn
Associate Commissioner

David Clapp
Facilities

Approved by:
Jeffery A. Meyers
Commissioner

Attachment A
Financial Details

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 (100% Other Funds)

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$1,745
2017	102-500734	Contracts for Prog Svc	$8,724
Sub-total			$10,469

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$382
2017	102-500734	Contracts for Prog Svc	$2,003
Sub-total			$2,385

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$2,287
2017	102-500734	Contracts for Prog Svc	$12,008
Sub-total			$14,295

Attachment A
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$89,628
2017	102-500734	Contracts for Prog Svc	$470,547
Sub-total			$560,175

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$16,282
2017	102-500734	Contracts for Prog Svc	$85,478
Sub-total			$101,760

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$10,889
2017	102-500734	Contracts for Prog Svc	$57,166
Sub-total			$68,055

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$5,758
2017	102-500734	Contracts for Prog Svc	$30,227
Sub-total			$35,985

Attachment A
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$15,439
2017	102-500734	Contracts for Prog Svc	$81,056
Sub-total			$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$34,296
2017	102-500734	Contracts for Prog Svc	$180,054
Sub-total			$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$35,942
2017	102-500734	Contracts for Prog Svc	$188,698
Sub-total			$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$34,939
2017	102-500734	Contracts for Prog Svc	$183,431
Sub-total			$218,370

Attachment A
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$8,842
2017	102-500734	Contracts for Prog Svc	$46,418
Sub-total			$55,260

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$2,215
2017	102-500734	Contracts for Prog Svc	$11,630
Sub-total			$13,845
Total Gov. Comm			**$1,616,084**

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 (34.4% General 65.6% Federal)

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$12,795
2017	102-500734	Contracts for Prog Svc	$49,436
Sub-total			$62,231

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$2,798
2017	102-500734	Contracts for Prog Svc	$30,717
Sub-total			$33,515

Attachment A
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$71,520
2017	102-500734	Contracts for Prog Svc	$286,080
Sub-total			$357,600

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$16,773
2017	102-500734	Contracts for Prog Svc	$64,232
Sub-total			$81,005

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$667,112
2017	102-500734	Contracts for Prog Svc	$2,507,213
Sub-total			$3,174,325

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$119,398
2017	102-500734	Contracts for Prog Svc	$457,242
Sub-total			$576,640

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$79,851
2017	102-500734	Contracts for Prog Svc	$305,794
Sub-total			$385,645

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$42,222
2017	102-500734	Contracts for Prog Svc	$161,693
Sub-total			$203,915

Attachment A
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$113,221
2017	102-500734	Contracts for Prog Svc	$433,584
Sub-total			$546,805

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$537,504
2017	102-500734	Contracts for Prog Svc	$963,146
Sub-total			$1,500,650

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$263,578
2017	102-500734	Contracts for Prog Svc	$1,009,382
Sub-total			$1,272,960

Attachment A
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$256,221
2017	102-500734	Contracts for Prog Svc	$981,209
Sub-total			$1,237,430

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$64,838
2017	102-500734	Contracts for Prog Svc	$248,302
Sub-total			$313,140

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	$16,245
2017	102-500734	Contracts for Prog Svc	$72,910
Sub-total			$89,155
Total Clinical Svcs			**$9,835,016**
Grand Total			**$11,451,100**

Summary of Contracted Services by Vendor

Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-Intensity Residential for Pregnant and Parenting Women	Ambulatory WM w/o Extended On-Site Monitoring (ASM Level 1WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Support Services (non-clincial)	Group Recovery Support Services (non-clincial)	Statewide Crisis	Crisis services to agnecy's own clients
Vendors:																	
Concord Hosptial, Inc.	X	X	X									X		X			X
Families First of the Greater Seacoast	X										X	X	X	X	X		X
Families in Transition	X	X	X									X	X	X			X
Grafotn County DOC	X	X										X		X			X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X										X	X	X	X		X
Headrest, Inc.	X	X	X			X						X	X	X	X		X
Horizons Counseling Center, Inc.	X	X	X								X	X		X	X		X
Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X			X		X		X	X		X
National Council on Alacoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X		X			X		X	X		X
Phoenix Houses of New England - Total	X	X	X		X		X				X	X		X			X
South Eastern New Hampshire Alcohol and Drug Abuse Services	X	X	X			X	X					X		X			X
Tri-County Community Action Program, Inc.	X	X	X			X	X				X	X		X			X
The Youth Council	X	X										X		X			X

An "X" indicates that the Vendor will provide the corresponding contracted service.

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

Substance Use Disorder Treatment and Recovery Support Services
RFP Name

(RFP) #16-DHHS-DCBCS-BDAS-03
RFP Number

Bidder Name	Maximum Points	Actual Points
1. Concord Hosptial, Inc.	945	687
2. Families First of the Greater Seacoast	945	715
3. Families in Transition	945	751
4. Goodwin Community Health	945	587
5. Grafotn County	945	492
6. Greater Nashua Council on Alcoholism, Inc.	945	820
7. HALO Educational Systems	945	460
8. Headrest, Inc.	945	390
9. Horizons Counseling Center, Inc.	945	717
10. Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.)	945	661
11. National Council on Alcoholism and Drug Dependency/Greater Manchester	945	684
12. Phoenix Houses of New England	945	626
13. South Eastern New Hampshire Alcohol and Drug Abuse Services	945	562
14. Tri-County Community Action Program, Inc.	945	570
15. The Youth Council	945	515

Reviewer Names

1. Jaime Powers, BDAS Clinical Services Unit Administrator
2. Linda Parker, BDAS Program Specialist IV
3. Paul Kiernan, BDAS Program Specialist IV
4. Michele Harlan, DHHS Director of Mental Health Services
5. Rhonda Siegel, DPHS, Administrator II
6. Donna Ferland, NH Hospital Administrator III / Financial Mngr
7. P. J. Nadeau, DHHS Financial Manager
8. Ann Driscoll, Administrator

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Hospital, Inc.		1.4 Contractor Address 250 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number 603 227-7000 x 3003	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $72,700.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Robert P. Steigmeyer President + CEO	

1.13 Acknowledgement: State of NH, County of Merrimack

On March 1, 2016, 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]

CHRISTINA DECATO
MY COMMISSION EXPIRES APRIL 18, 2017
NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Christina Decato

1.14 State Agency Signature Kathleen Dunn Date: 3/4/16	1.15 Name and Title of State Agency Signatory Kathleen A Dunn Associate Commissioner
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Megan A. Yagle	On: 3/6/16
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MB
Date 3-1-16

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MB
Date 3-1-16

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials MB
Date 3-1-16



Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the general client

population that includes, but not limited to:

3.2.1. Adolescents;

3.2.2. Adults

3.2.3. Pregnant women;

3.2.4. Women with dependent children;

3.2.5. Injection drug users;

3.2.6. Individuals with co-occurring substance use and mental health disorders;

3.2.7. Veterans; and/or

3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment Section 4.1.1.

4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.2.1.3. A MLADC or LADC

6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and

with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to

monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an

intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days

from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at

any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the

contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. A residential facilities license from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or	The Contractor will receive an incentive payment of

Performance Criteria	Incentive Payment
transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the

Contractor submits the data, with priority of funding being for services). Screening disposition data must include:

a. Total number of clients screened for services

b. Number of client screened appropriate for services

c. Number of clients engaging in services who's payer was:

   i. This contract

   ii. New Hampshire Health Protection Plan

   iii. New Hampshire Medicaid

   iv. Medicare

   v. Private Insurance

   vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with

respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or
2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1. To pregnant and injecting drug users first.

24.3.10.2. To other pregnant substance users second.

24.3.10.3. To other injecting drug users third.

24.3.10.4. To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend SAPT Block Grant funds to provide

inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 7, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 7 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, as follows:

5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.4.1. Submit separate batches for each billing month.

5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Crisis Services to Existing Clients and their Significant Others:

6.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

7. Sliding Fee Scale

7.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-as follows:

7.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

7.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.

7.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.

7.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.

7.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.

7.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.

7.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.

7.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

8. Non Reimbursement for Services

8.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

8.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.

8.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.

8.1.3. Services covered by Medicare for clients who are eligible for Medicare.

8.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 8.1.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. Funding may not be used to replace funding for a program already funded from another source.

11. The Contractor will keep records of their activities related to Department programs and services.

12. 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.

13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

        14.2.1. Make cash payments to intended recipients of substance abuse services.
        14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
        14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
        14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

    14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

        14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Intensive Outpatient	$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week ($380), per client
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 per week, per client

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Concord Hospital, Inc.

3-1-16
Date

Name: Robert P. Steigmeyer
Title: President + CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Concord Hospital, Inc.

3-1-16
Date

Name: Robert P. Steigmeyer
Title: President + CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Concord Hospital, Inc.

3-1-16
Date

Name: Robert P. Steigmeyer
Title: President + CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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: Concord Hospital, Inc.

3-1-16
Date

Name: Robert P. Steigmeyer
Title: President + CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Concord Hospital Inc

3-1-16
Date

Name: Robert P. Steigmeyer
Title: President + CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health & Human Services	Concord Hospital, Inc.
The State	Name of the Contractor
Kathleen A Dunn	
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Robert P. Steigmeyer
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President + CEO
Title of Authorized Representative	Title of Authorized Representative
3/4/16	3-1-16
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Concord Hospital, Inc

3-1-16
Date

Name: Robert P. Steigmeyer
Title: President + CEO

Contractor Initials
Date 3-1-16

FORM A

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

1. The DUNS number for your entity is: 073977399

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   1.1.1. Ownership;
   1.1.2. Physical location;
   1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
   1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
   1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
   1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
   1.2.2.3. Copies of applicable licenses for the new administrator;
   1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
   1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
   1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   2.1.1. The facility premises;
   2.1.2. All programs and services provided under the contract; and
   2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   3.1.1. Requiring a contractor to submit a plan of correction (POC);
   3.1.2. Imposing a directed POC upon a contractor;
   3.1.3. Suspension of a contract; or
   3.1.4. Revocation of a contract.

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

Contactor Initials: MM
Date: 3-1-16

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the contractor deems significant.
12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
12.8.2. Transfer records of clients who have given written consent to another contractor; or
12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
13. Medication Services.
13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
13.2.1. The client's name;
13.2.2. The medication name and strength;
13.2.3. The prescribed dose;
13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and
19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and
19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

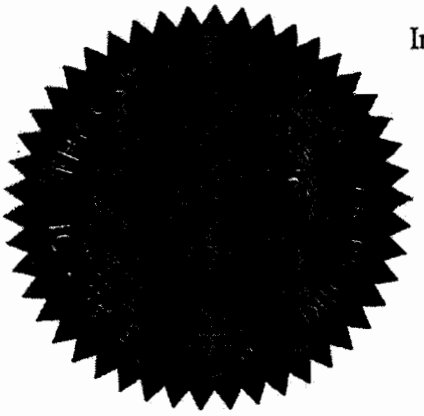
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

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 Concord Hospital, Inc. is a New Hampshire nonprofit corporation formed January 29, 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 10th day of April, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

   The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
5) the following persons lawfully occupy the offices indicated below:

   Robert P. Steigmeyer, President
   Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 1st day of Mar, 2016.

(Corporate seal)

Mary Boucher
Secretary

State of NH, County of Merrimack

On this the 1st day of March, 2016, before me, Mary Boucher, the undersigned officer, personally appeared Mary Boucher, who acknowledged her/himself to be the Secretary, of Concord Hospital, Inc., a corporation, and that such Mary Boucher being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Mary Boucher.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

CHRISTINA DECATO
MY COMMISSION EXPIRES APRIL 18, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

(Seal)

Christina DeCato
Notary Public/Justice of the Peace

My Commission expires: April 18, 2017

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2015

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 MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com 319078-CHS-gener-16-17	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: JESSICA FANJOY 250 PLEASANT STREET CONCORD, NH 03301	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Granite Shield Insurance Exchange **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-007229110-34 **REVISION NUMBER:** 1

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	X **COMMERCIAL GENERAL LIABILITY**			GSIE-PRIM-2016-101	01/01/2016	01/01/2017	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 12,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			GSIE-PRIM-2016-101	01/01/2016	01/01/2017		SEE ABOVE

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

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985.

CERTIFICATE HOLDER

NH DEPARTMENT OF HEALTH &
HUMAN 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 of Marsh USA Inc.

Susan Molloy *Susan Molloy*

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Client#: 243089 CAPITALREG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/04/2016

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

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PRODUCER	CONTACT NAME: Jessica Kelley
HUB Healthcare Solutions HUB International New England 299 Ballardvale Street Wilmington, MA 01887	PHONE (A/C, No, Ext): 978-661-6233 FAX (A/C, No): E-MAIL ADDRESS: jessica.kelley@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Safety National Casualty Corp
INSURED Capital Region Healthcare Corporation Concord Hospital 250 Pleasant Street Concord, NH 03301	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			SP4053897	10/01/15	10/01/17	x WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			SIR $500,000			E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and
Human 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

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JS008

Client#: 243089 CAPITALREG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/05/2015

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 HUB Healthcare Solutions HUB International New England 299 Ballardvale Street Wilmington, MA 01887	CONTACT NAME: Andrew Reid PHONE (A/C, No, Ext): 978-661-6843 FAX (A/C, No): 866-893-2711 E-MAIL ADDRESS: andrew.reid@hubinternational.com
INSURED Capital Region Healthcare Corporation 250 Pleasant Street Concord, NH 03301	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Safety National Casualty Corp INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4053897 SIR $500,000	10/01/15	10/01/17	x WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health & Human Services
105 Pleasant Drive
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

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Concord Hospital Mission Statement

Concord Hospital is a charitable organization
which exists to meet the health needs of individuals
within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability, or inability to pay for such services.

Approved by Board of Trustees 10-21-02; Reaffirmed by Board 11-23-03, 11-15-04, 11-21-05, 11-20-06, 11-19-07, 11-17-08, 11-16-09, 10-18-10, 9-19-11, 9-24-12, 9-23-13, 9-22-14, 9-28-15

BAKER
NEWMAN
NOYES

Concord Hospital, Inc. and Subsidiaries

Audited Consolidated Financial Statements

Years Ended September 30, 2015 and 2014
With Independent Auditors' Report

Baker Newman & Noyes, LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements

Years Ended September 30, 2015 and 2014

CONTENTS

Independent Auditors' Report	1
Audited Consolidated Financial Statements:	
Consolidated Balance Sheets	2
Consolidated Statements of Operations	4
Consolidated Statements of Changes in Net Assets	5
Consolidated Statements of Cash Flows	6
Notes to Consolidated Financial Statements	7

BAKER NEWMAN NOYES

Baker Newman & Noyes, LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2015 and 2014, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2015 and 2014, and the results of its operations, 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.

Baker Newman & Noyes

Limited Liability Company

Manchester, New Hampshire
December 7, 2015

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2015 and 2014

ASSETS
(In thousands)

	2015	2014
Current assets:		
Cash and cash equivalents	$ 8,096	$ 12,953
Short-term investments	7,395	12,390
Accounts receivable, less allowance for doubtful accounts of $12,605 in 2015 and $16,339 in 2014	55,104	46,896
Due from affiliates	325	438
Supplies	1,382	1,443
Prepaid expenses and other current assets	5,945	5,927
Total current assets	78,247	80,047
Assets whose use is limited or restricted:		
Board designated	251,927	263,225
Funds held by trustee for workers' compensation reserves and self-insurance escrows	11,282	10,499
Donor-restricted	34,304	34,932
Total assets whose use is limited or restricted	297,513	308,656
Other noncurrent assets:		
Due from affiliates, net of current portion	2,001	2,428
Bond issuance costs and other assets	14,781	24,613
Total other noncurrent assets	16,782	27,041
Property and equipment:		
Land and land improvements	5,878	5,370
Buildings	182,833	175,689
Equipment	226,193	214,922
Construction in progress	12,515	10,414
	427,419	406,395
Less accumulated depreciation	(278,714)	(255,381)
Net property and equipment	148,705	151,014
	$ 541,247	$ 566,758

LIABILITIES AND NET ASSETS
(In thousands)

	2015	2014
Current liabilities:		
Short-term notes payable	$ 2,412	$ 1,912
Accounts payable and accrued expenses	29,742	20,448
Accrued compensation and related expenses	27,042	25,829
Accrual for estimated third-party payor settlements	14,323	15,033
Current portion of long-term debt	8,337	8,131
Total current liabilities	81,856	71,353
Long-term debt, net of current portion	95,018	103,495
Accrued pension and other long-term liabilities	81,688	78,191
Total liabilities	258,562	253,039
Net assets:		
Unrestricted	248,381	278,787
Temporarily restricted	14,860	15,089
Permanently restricted	19,444	19,843
Total net assets	282,685	313,719
	$ 541,247	$ 566,758

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2015 and 2014
(In thousands)

	2015	2014
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	$438,572	$442,951
Provision for doubtful accounts	(16,839)	(32,476)
Net patient service revenue less provision for doubtful accounts	421,733	410,475
Other revenue	23,599	23,387
Disproportionate share revenue	3,497	5,099
Net assets released from restrictions for operations	1,648	1,354
Total unrestricted revenue and other support	450,477	440,315
Operating expenses:		
Salaries and wages	193,080	186,457
Employee benefits	52,220	48,346
Supplies and other	81,719	76,206
Purchased services	64,046	61,668
Professional fees	3,491	2,670
Depreciation and amortization	24,532	25,397
Medicaid enhancement tax	12,800	16,437
Interest expense	3,879	4,057
Total operating expenses	435,767	421,238
Income from operations	14,710	19,077
Nonoperating income:		
Unrestricted gifts and bequests	204	218
Investment income and other	11,386	9,923
Total nonoperating income	11,590	10,141
Excess of revenues and nonoperating income over expenses	$ 26,300	$ 29,218

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2015 and 2014
(In thousands)

	2015	2014
Unrestricted net assets:		
Excess of revenues and nonoperating income over expenses	$ 26,300	$ 29,218
Net unrealized (losses) gains on investments	(23,982)	2,627
Net transfers from affiliates	372	312
Net assets released from restrictions used for purchases of property and equipment	82	62
Pension adjustment	(33,178)	(16,378)
(Decrease) increase in unrestricted net assets	(30,406)	15,841
Temporarily restricted net assets:		
Restricted contributions and pledges	2,492	1,157
Restricted investment income	990	984
Contributions to affiliates and other community organizations	(140)	(146)
Net unrealized (losses) gains on investments	(1,841)	383
Net assets released from restrictions for operations	(1,648)	(1,354)
Net assets released from restrictions used for purchases of property and equipment	(82)	(62)
(Decrease) increase in temporarily restricted net assets	(229)	962
Permanently restricted net assets:		
Restricted contributions and pledges	182	1,211
Unrealized (losses) gains on trusts administered by others	(581)	392
(Decrease) increase in permanently restricted net assets	(399)	1,603
(Decrease) increase in net assets	(31,034)	18,406
Net assets, beginning of year	313,719	295,313
Net assets, end of year	$282,685	$313,719

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2015 and 2014
(In thousands)

	2015	2014
Cash flows from operating activities:		
(Decrease) increase in net assets	$ (31,034)	$ 18,406
Adjustments to reconcile (decrease) increase in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(2,674)	(2,368)
Depreciation and amortization	24,532	25,397
Net realized and unrealized losses (gains) on investments	16,731	(12,123)
Bond premium amortization	(141)	(154)
Provision for doubtful accounts	16,839	32,476
Equity in earnings of affiliates, net	(6,804)	(6,121)
Gain on disposal of property and equipment	(79)	(55)
Pension adjustment	33,178	16,378
Changes in operating assets and liabilities:		
Accounts receivable	(25,047)	(33,311)
Supplies, prepaid expenses and other current assets	43	(234)
Other assets	9,738	(6,279)
Due from affiliates	540	497
Accounts payable and accrued expenses	9,294	(1,374)
Accrued compensation and related expenses	1,213	2,536
Accrual for estimated third-party payor settlements	(710)	434
Accrued pension and other long-term liabilities	(29,681)	(2,289)
Net cash provided by operating activities	15,938	31,816
Cash flows from investing activities:		
Increase in property and equipment, net	(22,049)	(20,148)
Purchases of investments	(48,852)	(50,714)
Proceeds from sales of investments	48,801	26,381
Equity distributions from affiliates	6,803	6,377
Net cash used by investing activities	(15,297)	(38,104)
Cash flows from financing activities:		
Payments on long-term debt	(8,130)	(7,932)
Change in short-term notes payable	500	885
Restricted contributions and pledges	2,132	2,282
Net cash used by financing activities	(5,498)	(4,765)
Net decrease in cash and cash equivalents	(4,857)	(11,053)
Cash and cash equivalents at beginning of year	12,953	24,006
Cash and cash equivalents at end of year	$ 8,096	$ 12,953

See accompanying notes.

1. Description of Organization and Summary of Significant Accounting Policies

Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Regional Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new Hospital. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, Concord Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2015 and 2014 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities in cooperation with other entities.

CH/DHC, Inc. d/b/a Dartmouth-Hitchcock-Concord (CH/DHC) is a not-for-profit corporation that provides clinical medical services through a multi-specialty group practice. CH/DHC was formed under a joint agreement between the Hospital and DH-Concord. The joint agreement terminated effective September 30, 2015.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC and CH/DHC. All significant intercompany balances and transactions have been eliminated in consolidation.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts, including estimated uncollectible amounts from uninsured patients. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk, including estimated uncollectible amounts from uninsured parties. The Hospital's investment in one fund, the State Street S&P 500 CTF, exceeded 10% of total Hospital investments as of September 30, 2015 and 2014.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds and secured repurchase agreements with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or market.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under workers' compensation reserves and self-insurance escrows, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues and nonoperating income over expenses unless the income is restricted by donor or law. Gains and losses on investments are computed on a specific identification basis. Unrealized gains and losses on investments are excluded from the excess of revenues and nonoperating income over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe the declines are other-than-temporary.

Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are unrestricted. The System's interest in the fair value of the trust assets is included in assets whose use is limited and as permanently restricted net assets. Changes in the fair value of beneficial trust assets are reported as increases or decreases to permanently restricted net assets.

Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated (unrestricted) funds.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

Accounts Receivable and the Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the System analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for doubtful accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the System analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for doubtful accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the System records a provision for doubtful accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The System's allowance for doubtful accounts for self-pay patients represented 68% and 87% of self-pay accounts receivable at September 30, 2015 and 2014, respectively. The total provision for the allowance for doubtful accounts was $16,839 and $32,476 for the years ended September 30, 2015 and 2014, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is not recorded as revenue. The System's self-pay bad debt writeoffs decreased $10,978, from $32,496 in 2014 to $21,518 in 2015. The reduction in bad debt writeoffs between 2015 and 2014 was primarily a result of significantly improved collection trends and certain shifts in payor mix.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2015 and 2014, depreciation expense was $24,437 and $25,336, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. There was no interest capitalized during 2015 and 2014.

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support, and are excluded from the excess of revenues and nonoperating income over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are being amortized by the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium is presented as a component of bonds payable.

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System determines the costs associated with providing charity care by calculating a ratio of cost to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2015 and 2014 were approximately $473 and $349, respectively.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2015 and 2014, net patient service revenue in the accompanying consolidated statements of operations (decreased) increased by approximately $(3,106) and $2,914, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 31% and 4% and 27% and 3% of the System's net patient service revenue for the years ended September 30, 2015 and 2014, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

The Hospital recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Hospital provides a discount approximately equal to that of its largest private insurance payors. On the basis of historical experience, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospital records a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the System are reported at fair value at the date the promise is received. Conditional promises to give and intentions to give are reported at fair value at the date the condition is met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Excess of Revenues and Nonoperating Income Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for unrestricted contributions and pledges, the related philanthropy expenses and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income over expenses. Changes in unrestricted net assets which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments other than trading securities or losses considered other than temporary, permanent transfers of assets to and from affiliates for other than goods and services, pension liability adjustments and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Estimated Workers' Compensation and Health Care Claims

The provision for estimated workers' compensation and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

Income Taxes

The Hospital, CRHCDC, CRHVC, CH/DHC and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. With few exceptions, the System is no longer subject to income tax examination by the U.S. federal or state tax authorities for years before 2012.

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately $214 and $215 for the years ended September 30, 2015 and 2014, respectively.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

In May 2015, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2015-07, *Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)* (ASU 2015-07). ASU 2015-07 removes the requirement to include investments in the fair value hierarchy for which fair value is measured using the net asset value per share practical expedient under ASC 820. ASU 2015-07 is effective for the System's fiscal year ending September 30, 2018 with early adoption permitted. The System has elected to implement ASU 2015-07 in its 2015 consolidated financial statements (with retroactive application to 2014 disclosures) which is allowed under the pronouncement. The adoption of this pronouncement did not materially affect the consolidated financial statements. See Notes 4 and 14.

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for the System's fiscal year ending September 30, 2017 with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2015-03 on the System's consolidated financial statements.

Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and December 7, 2015, the date the consolidated financial statements were available to be issued.

2. Transactions With Affiliates

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2015 and 2014, transfers made to CRHC were $(77) and $(125), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were $449 and $437, respectively.

A brief description of affiliated entities is as follows:

- CRHSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Concord Regional Visiting Nurse Association, Inc. and Subsidiary (CRVNA) provides home health care services.
- Riverbend, Inc. provides behavioral health services.

2. Transactions With Affiliates (Continued)

Amounts due the System, primarily from joint ventures, totaled $2,326 and $2,866 at September 30, 2015 and 2014, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables ($892 and $931 at September 30, 2015 and 2014, respectively) with principal and interest (6.75% at September 30, 2015) payments due monthly. Interest income amounted to $62 and $64 for the years ended September 30, 2015 and 2014, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were $140 and $146 in 2015 and 2014, respectively.

3. Investments and Assets Whose Use is Limited or Restricted

Short-term investments totaling $7,395 and $12,390 at September 30, 2015 and 2014, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	2015	2014
Board designated funds:		
Cash and cash equivalents	$ 7,694	$ 2,598
Fixed income securities	32,547	38,060
Marketable equity and other securities	194,948	199,507
Inflation-protected securities	16,738	23,060
	251,927	263,225
Held by trustee for workers' compensation reserves:		
Fixed income securities	3,803	3,749
Health insurance and other escrow funds:		
Cash and cash equivalents	960	961
Fixed income securities	1,337	1,259
Marketable equity securities	5,182	4,530
	7,479	6,750
Donor restricted:		
Cash and cash equivalents	3,392	3,450
Fixed income securities	2,607	2,946
Marketable equity securities	15,737	15,487
Inflation-protected securities	1,341	1,785
Trust funds administered by others	10,489	11,070
Other	738	194
	34,304	34,932
	$297,513	$308,656

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

Included in marketable equity and other securities above are $111,063 and $111,693 at September 30, 2015 and 2014, respectively, in so called alternative investments. See also Note 14.

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	2015	2014
Unrestricted net assets:		
Interest and dividends	$ 3,885	$ 3,173
Investment income from trust funds administered by others	546	533
Net realized gains on sales of investments	8,955	7,987
	13,386	11,693
Restricted net assets:		
Interest and dividends	272	250
Net realized gains on sales of investments	718	734
	990	984
	$ 14,376	$12,677
Net unrealized (losses) gains on investments:		
Unrestricted net assets	$ (23,982)	$ 2,627
Temporarily restricted net assets	(1,841)	383
Permanently restricted net assets	(581)	392
	$ (26,404)	$ 3,402

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was $1,709 and $1,693 in 2015 and 2014, respectively.

Investment management fees expensed and reflected in nonoperating income were $896 and $884 for the years ended September 30, 2015 and 2014, respectively.

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2015 and 2014:

	Less Than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
2015						
Marketable equity securities	$32,230	$ (3,745)	$28,960	$ (10,675)	$ 61,190	$ (14,420)
Fund-of-funds	19,073	(1,158)	31,712	(4,865)	50,785	(6,023)
	$51,303	$ (4,903)	$60,672	$ (15,540)	$111,975	$ (20,443)
2014						
Marketable equity securities	$ 1,188	$ (142)	$34,834	$ (1,687)	$ 36,022	$ (1,829)
Fund-of-funds	17,772	(1,191)	16,417	(1,370)	34,189	(2,561)
	$18,960	$ (1,333)	$51,251	$ (3,057)	$ 70,211	$ (4,390)

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes there are no securities that have suffered an other-than-temporary decline in value at September 30, 2015 and 2014.

4. Defined Benefit Pension Plan

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan is a cash balance plan that provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

4. **Defined Benefit Pension Plan (Continued)**

The following table summarizes the Plan's funded status at September 30, 2015 and 2014:

	2015	2014
Pension benefits:		
Fair value of plan assets	$ 165,053	$ 151,055
Projected benefit obligation	(229,888)	(199,121)
	$ (64,835)	$ (48,066)
Activities for the year consist of:		
Benefit payments and administrative expenses	$ 7,562	$ 7,556
Net periodic benefit cost	10,590	9,333

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	2015	2014
Change in benefit obligation:		
Benefit obligation at beginning of year	$199,121	$172,761
Service cost	9,562	8,447
Interest cost	9,270	9,052
Actuarial loss	21,989	16,417
Benefit payments and administrative expenses paid	(7,562)	(7,556)
Plan amendment	(2,492)	–
Benefit obligation at end of year	$229,888	$199,121
Change in plan assets:		
Fair value of plan assets at beginning of year	$151,055	$131,706
Actual return on plan assets	(5,440)	8,205
Employer contributions	27,000	18,700
Benefit payments and administrative expenses paid	(7,562)	(7,556)
Fair value of plan assets at end of year	$165,053	$151,055
Funded status and amount recognized in noncurrent liabilities at September 30	$(64,835)	$(48,066)

4. Defined Benefit Pension Plan (Continued)

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2015 and 2014 consist of:

	2015	2014
Net actuarial loss	$39,736	$19,115
Net amortized loss	(4,099)	(2,770)
Prior service credit amortization	33	33
Plan amendment	(2,492)	–
Total amount recognized	$33,178	$16,378

In June 2015, the plan was amended effective January 1, 2016 to change the factors used to convert a cash balance account into a monthly annuity, expand eligibility for the lump payment option and modify eligibility for an annual cash balance pay credit. These changes are reflected within the projected benefit obligation at September 30, 2015. Also in 2015, the System began to use the RP-2015 mortality tables, which in general have longer life expectancies than the older tables used, which had an impact on the projected benefit obligation.

Pension Plan Assets

The fair values of the System's pension plan assets as of September 30, 2015 and 2014, by asset category are as follows (see Note 14 for level definitions). In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy. See Note 1.

	2015 Level 1	2014 Level 1
Short-term investments:		
Money market funds	$ 12,036	$ 19,389
Equity securities:		
Common stocks	8,244	8,040
Mutual funds – international	16,770	13,288
Mutual funds – domestic	7,682	3,742
Mutual funds – natural resources	3,439	6,585
Fixed income securities:		
Mutual funds – REIT	680	685
Mutual funds – fixed income	23,321	23,312
	72,172	75,041
Funds measured at net asset value:		
Equity securities:		
Common collective trust	$ 27,873	$ 24,154
Funds-of-funds	54,601	41,224
Fixed income securities:		
Funds-of-funds	4,367	4,545
Hedge funds:		
Inflation hedge	6,040	6,091
Total investments at fair value	$165,053	$151,055

4. Defined Benefit Pension Plan (Continued)

The target allocation for the System's pension plan assets as of September 30, 2015 and 2014, by asset category are as follows:

	2015		2014	
	Target Allocation	Percentage of Plan Assets	Target Allocation	Percentage of Plan Assets
Short-term investments	0-20%	7%	0-20%	13%
Equity securities	40-80%	71	40-80%	64
Fixed income securities	5-80%	18	5-80%	19
Other	0-30%	4	0-30%	4

The funds-of-funds are invested with eight investment managers and have various restrictions on redemptions. Four of the managers holding amounts totaling approximately $28 million at September 30, 2015 allow for monthly redemptions, with notices ranging from 6 to 15 days. Three managers holding amounts totaling approximately $27 million at September 30, 2015 allow for quarterly redemptions, with a notice of 45 or 65 days. One of the managers holding amounts of approximately $5 million at September 30, 2015 allows for annual redemptions, with a notice of 90 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%).

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plan is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

Amounts included in expense during fiscal 2015 and 2014 consist of:

	2015	2014
Components of net periodic benefit cost:		
Service cost	$ 9,562	$ 8,447
Interest cost	9,270	9,052
Expected return on plan assets	(12,307)	(10,903)
Amortization of prior service cost and gains and losses	4,065	2,737
Net periodic benefit cost	$ 10,590	$ 9,333

4. **Defined Benefit Pension Plan (Continued)**

The accumulated benefit obligations for the plan at September 30, 2015 and 2014 were $217,825 and $187,040, respectively.

	2015	2014
Weighted average assumptions to determine benefit obligation:		
Discount rate	4.78%	4.78%
Rate of compensation increase	2.00	2.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	4.78%	5.38%
Expected return on plan assets	8.00	8.00
Cash balance credit rate	5.00	5.00
Rate of compensation increase	2.00	2.00

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the plan's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2016 are as follows:

Actuarial loss	$ 6,156
Prior service credit	(276)
	$ 5,880

The System funds the pension plan and no contributions are made by employees. The System funds the plan annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plan in excess of the minimum required amount.

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund $16,000 in cash contributions to the plan for the 2016 plan year.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

Year Ended September 30	Pension Benefits
2016	$ 9,556
2017	11,501
2018	12,368
2019	13,567
2020	14,830
2021 – 2025	87,166

5. Estimated Third-Party Payor Settlements

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee screen basis.

Disproportionate Share Payments and Medicaid Enhancement Tax

Under the State of New Hampshire's tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.5% of net patient service revenues, with certain exclusions. The amount of tax incurred by the System for fiscal 2015 and 2014 was $12,800 and $16,437, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within unrestricted revenue and other support and amounted to $3,497 and $5,099 in 2015 and 2014, respectively.

The Centers for Medicare and Medicaid Services (CMS) has undertaken an audit of the State's program and the DSH payments made by the State in 2011, the first year that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. At the date of these consolidated financial statements, CMS's audit was substantially complete, and the System has recorded reserves to address its exposure based on the preliminary audit results. Due to the uncertainty related to any potential audit of the State program and DSH payments made for years after 2011, no amounts have been reflected in the accompanying consolidated financial statements related to these contingencies.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The Hospital is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee screen basis.

5. Estimated Third-Party Payor Settlements (Continued)

Other

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, and prospectively determined rates.

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2013 and 2012 for Medicare and Medicaid, respectively.

6. Long-Term Debt and Notes Payable

Long-term debt consists of the following at September 30, 2015 and 2014:

	2015	2014
2.0% to 5.0% New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from $1,543 to $3,555 through 2043, including unamortized original issue premium of $3,308 in 2015 and $3,429 in 2014	$ 45,538	$ 46,714
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from $1,860 to $3,977 through 2024	24,024	27,550
1.3% to 5.6% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from $2,737 to $5,201 through 2026, including unamortized original issue premium of $213 in 2015 and $233 in 2014	33,793	37,362
	103,355	111,626
Less current portion	(8,337)	(8,131)
	$ 95,018	$103,495

In February 2013, $48,631 (including an original issue premium of $3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities.

6. Long-Term Debt and Notes Payable (Continued)

In April 2013, $32,421 of NHHEFA Revenue Bonds, Concord Hospital Issues, Series 2013B, were issued to advance refund the Series 2004 NHHEFA Hospital Revenue Bonds. These were redeemed in full during 2014.

In March 2011, $49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment.

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2015 and 2014.

The obligations of the Hospital under the Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to $3,934 and $4,138 for the years ended September 30, 2015 and 2014, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 and thereafter are as follows:

2016	$ 8,337
2017	8,570
2018	8,822
2019	9,061
2020	7,385
Thereafter	57,659
	$99,834

7. Commitments and Contingencies

Malpractice Loss Contingencies

Prior to February 1, 2011, the System was insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System maintained excess professional and general liability insurance policies to cover claims in excess of liability retention levels. The System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The amounts of the reserves total $2,033 and $3,908 at September 30, 2015 and 2014, respectively, and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2015, there were no known malpractice claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required loss accruals. The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. The System's interest in the captive represents approximately 30% of the captive. Control of the captive is equally shared by participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately $427 and $420 at September 30, 2015 and 2014, respectively, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations.

In accordance with ASU No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2015 and 2014, the Hospital recorded a liability of approximately $7,700 and $19,750, respectively, related to estimated professional liability losses. At September 30, 2015 and 2014, the Hospital also recorded a receivable of $7,700 and $19,750, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities, and bond issuance costs and other assets, respectively, on the consolidated balance sheets.

Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of $2,202 and $2,526 at September 30, 2015 and 2014, respectively, have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan.

7. Commitments and Contingencies (Continued)

Litigation

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of $440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2015 and 2014, have been recorded as a liability of $6,508 and $4,508, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2015 are as follows:

Year Ending September 30:	
2016	$ 4,469
2017	3,849
2018	3,442
2019	3,408
2020	3,057
Thereafter	21,334
	$39,559

Rent expense was $8,127 and $8,156 for the years ended September 30, 2015 and 2014, respectively.

8. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at September 30:

	2015	2014
Health education and program services	$12,988	$13,604
Capital acquisitions	997	1,195
Indigent care	188	188
For periods after September 30 of each year	687	102
	$14,860	$15,089

Income on the following permanently restricted net asset funds is available for the following purposes at September 30:

	2015	2014
Health education and program services	$16,726	$17,088
Capital acquisitions	803	803
Indigent care	1,810	1,810
For periods after September 30 of each year	105	142
	$19,444	$19,843

9. Patient Service and Other Revenue

Net patient service revenue for the years ended September 30 is as follows:

	2015	2014
Gross patient service charges:		
Inpatient services	$ 425,655	$ 400,259
Outpatient services	553,999	515,503
Physician services	142,521	134,699
Less charitable services	(14,869)	(38,119)
	1,107,306	1,012,342
Less contractual allowances and discounts:		
Medicare	380,166	348,110
Medicaid	119,387	69,545
Other	198,495	181,548
	698,048	599,203
Total Hospital net patient service revenue (net of contractual allowances and discounts)	409,258	413,139
Other entities	29,314	29,812
	$ 438,572	$ 442,951

9. Patient Service and Other Revenue (Continued)

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2015 and 2014 from these major payor sources, is as follows for the Hospital. The provision for doubtful accounts for subsidiaries of the Hospital was not significant in 2015 and 2014.

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2015				
Private payors (includes coinsurance and deductibles)	$ 445,760	$(198,495)	$ (6,101)	$241,164
Medicaid	133,988	(119,387)	(117)	14,484
Medicare	504,514	(380,166)	(1,682)	122,666
Self-pay	23,044	–	(8,510)	14,534
	$1,107,306	$(698,048)	$(16,410)	$392,848

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2014				
Private payors (includes coinsurance and deductibles)	$ 426,874	$(181,548)	$ (9,337)	$235,989
Medicaid	85,624	(69,545)	(1,049)	15,030
Medicare	467,071	(348,110)	(1,869)	117,092
Self-pay	32,773	–	(19,465)	13,308
	$1,012,342	$(599,203)	$(31,720)	$381,419

Electronic Health Records Incentive Payments

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. Revenue totaling $1,258 and $2,196 associated with these meaningful use attestations was recorded as other revenue for the years ended September 30, 2015 and 2014, respectively. In addition, a receivable amount of $526 and $674 was recorded within prepaid expenses and other current assets at September 30, 2015 and 2014, respectively.

10. Functional Expenses

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	2015	2014
Health care services	$328,916	$313,042
General and administrative	65,640	62,305
Depreciation and amortization	24,532	25,397
Medicaid enhancement tax	12,800	16,437
Interest expense	3,879	4,057
	$435,767	$421,238

Fundraising related expenses were $829 and $751 for the years ended September 30, 2015 and 2014, respectively.

11. Charity Care and Community Benefits (Unaudited)

The Hospital maintains records to identify and monitor the level of charity care it provides. The Hospital provides traditional charity care, as well as other forms of community benefits. The cost of all such benefits provided is as follows for the years ended September 30:

	2015	2014
Community health services	$ 2,096	$ 2,098
Health professions education	4,268	3,814
Subsidized health services	30,096	30,691
Research	94	89
Financial contributions	1,030	948
Community building activities	44	53
Community benefit operations	128	96
Charity care costs (see Note 1)	6,132	16,666
	$43,888	$54,455

In addition, the Hospital incurred costs for services to Medicare and Medicaid patients in excess of the payment from these programs of $80,268 and $70,152 in 2015 and 2014, respectively.

12. Concentration of Credit Risk

The Hospital grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	2015	2014
Patients	13%	14%
Medicare	33	35
Anthem Blue Cross	13	14
Cigna	5	6
Medicaid	13	11
Commercial	22	19
Workers' compensation	1	1
	100%	100%

13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 37,000 in 2015 and 37,300 in 2014. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

14. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

14. Fair Value Measurements (Continued)

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2015 and 2014. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy, which is a change from the 2014 presentation. See Note 1.

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	Level 1	Level 2	Level 3	Total
2015				
Cash and cash equivalents	$ 19,441	$ –	$ –	$ 19,441
Fixed income securities	40,294	–	–	40,294
Marketable equity and other securities	58,210	–	–	58,210
Inflation-protected securities and other	8,028	–	–	8,028
Trust funds administered by others	–	–	10,489	10,489
	$125,973	$ –	$10,489	136,462
Funds measured at net asset value:				
Marketable equity and other securities				157,657
Inflation-protected securities and other				10,789
				$304,908
2014				
Cash and cash equivalents	$ 19,399	$ –	$ –	$ 19,399
Fixed income securities	46,014	–	–	46,014
Marketable equity and other securities	55,964	–	–	55,964
Inflation-protected securities and other	14,159	–	–	14,159
Trust funds administered by others	–	–	11,070	11,070
	$135,536	$ –	$11,070	146,606
Funds measured at net asset value:				
Marketable equity and other securities				163,560
Inflation-protected securities and other				10,880
				$321,046

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

14. Fair Value Measurements (Continued)

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and statements of operations.

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2015 and 2014:

	Trust Funds Administered by Others
Balance at September 30, 2013	$10,678
Net realized and unrealized gains	392
Balance at September 30, 2014	11,070
Net realized and unrealized losses	(581)
Balance at September 30, 2015	$10,489

In accordance with ASU 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, the table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	Fair Value	Unfunded Commit-ments	Redemption Frequency	Redemption Notice Period
September 30, 2015:				
Funds-of-funds	$50,786	$ –	Monthly	6 – 15 days
Funds-of-funds	51,056	–	Quarterly	45 – 65 days
Funds-of-funds	9,221	–	Annual	90 days
September 30, 2014:				
Funds-of-funds	$61,418	$ –	Monthly	5 – 15 days
Funds-of-funds	41,275	–	Quarterly	45 – 65 days
Funds-of-funds	9,000	–	Annual	90 days

Investment Strategies

Fixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

14. Fair Value Measurements (Continued)

Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager.

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions and is estimated using the net asset value per share of the fund. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to $103,355 and $121,963, respectively, at September 30, 2015, and $111,626 and $132,106, respectively, at September 30, 2014.

CONCORD HOSPITAL
BOARD OF TRUSTEES
2016

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1/16

Susan Conboy
[redacted]

Education

- Granite State College *Bachelor of Science degree /Behavioral Science* Graduated with honors.
- New Hampshire Technical College *Associate of Science degree with a concentration in Substance Abuse Counseling* Member Phi Theta Kappa Society*Graduated with honors.
- North Shore Community College*Associate of Arts degree/Business Transfer* Graduated with honors.

Experience

Counselor at Substance Use Services: Concord Hospital: Concord, New Hampshire

November 2012-Present

Program Director/SENHS Multiple Offender Program: Dover, New Hampshire

December 2009-November 2012

- I provided consultation to the Executive Director and Clinical Supervisor of SENHS while the Multiple Offender Program was in the developmental stages: I designed forms, trained staff, and developed checks and balances system to ensure efficiency, and adherence to all applicable agency and administrative rules.
- I supervised 4 full time and 5 part-time staff. I reprised the duties of my former position at the Laconia Multiple Offender Program, albeit with more direct interaction with clients: teaching segments of the 65 hour education component, running group sessions, and meeting with clients in individual sessions and for Exits.
- I became very familiar with the ATR care coordination system, and skilled at inputting client information, to include ASI and GPRA. I was responsible for monitoring all aspects of aftercare and ensuring compliance.

Program Director/Multiple Offender Program: Laconia, New Hampshire
September 9, 2008-October 29, 2009

- Devised and implemented workflow methods for more efficient management of the program, while working to balance the needs of all stakeholders. This included, but was not limited to: revising forms, rewriting policies, streamlining procedures, hiring key staff, and improving communication amongst staff, and with other agencies and providers.

Worked closely with treatment providers; with both Department of Motor Vehicles and Department of Safety (NH DMV)staff; and with representatives of the Courts. Restructured the aftercare component of the program in order to maximize efficiency, professionalism, and customer service.

- Supervised 30 full and part-time staff. Assessed strengths, delegated work, and provided feedback for continual process improvement for staff development. Facilitated monthly staff meetings. Provided clinical supervision for clinical staff. I supervised treatment team on a monthly basis as part of ongoing supervision for clinical staff.
- Collected and analyzed data to improve Driving While Impaired (DWI) recidivism outcomes.
- Provided input while putting together Administrative Rules for MOP; familiar with process.

March 2005-September 2008: Clinical Supervisor: State of New Hampshire,M.O.P.

March 2000-March 2005: Substance Abuse Counselor: State of New Hampshire, M.O.P.

2004-Taught IDIP classes on a part-time basis at SENHS, teaching the PRI curriculum.
1996-2000 - full time wait staff in Alton Bay, New Hampshire, while attending NHTI.
1980-1996-full time Assistant Manager for Star Market Corporation in Massachusetts, and Bake Shop Manager for a Star Market Agency store in New Hampshire.
1977-1980-Military Police, United States Army, honorably discharged.

Relevant Professional Accomplishments

- Licensed Clinical Supervisor since 2012
- Certified Public Manager (Level)-June 2007
- Adjunct Faculty Member of NHTI since 2006
- Licensed Alcohol and other Drug Counselor (LADC) since September 2004
- Impaired Driver Intervention Program (IDIP) certified since 2003
- Prevention Research Institute (PRI) certified since 2001
-

Other Accomplishments that have enhanced my professional skills

- Completed the Hospice Volunteer Training in June of 2007
- Reiki II certified since 2005

Summary

I have demonstrated outstanding communication skills, as well as organizational skills, in the positions I have been employed in over the years. I am skilled at putting together evaluations, running groups, teaching, writing case notes, and utilizing evidence-based practices. I value a good sense of humor and have a passion for learning and teaching.

Francis P. Caron

[redacted]

EDUCATION

B.S. Psychology — ***MOUNT WASHINGTON COLLEGE:*** Manchester, NH

A.A. Psychology — ***HESSER COLLEGE:*** Manchester, NH

Relevant Course Work

- Child and Adolescent Development
- Developmental Disabilities
- Child Abuse and Neglect in Society
- Research Methods
- Substance Use Disorders
- Intro to Human Services Methods
- Interviewing Skills and Case Management
- Abnormal Psychology
- Human Growth and Development

CERTIFICATIONS/LICENSES

- Cantidate for Certified Recovery Support Worker
- Working towards LADC

WORK EXPERIENCE

CONCORD HOSPITAL: Concord, NH *December 2015 – Current*
Recovery Support Worker

- Conduct intakes for patients seeking services for substance use services
- Provided group education on subjects pertaining to Substance use
- Assist clients with substance use disorders and mental health symptoms working towards goals for a recovery based lifestyle
- Administer assessments in order to determine qualification for patient services
- Complete required documentation of services provided for patients

CONCORD METRO TREATMENT CENTER: Concord, NH *November 2014 – November 2015*
Counselor

- Conduct interviews of patients
- Administer regular drug tests and arrange for counseling sessions
- Review client's records to assess treatment programs
- Maintain records of treatment and progress, including changes applied for better results
- Coordinate with health professionals and staff members and evaluate patient progress
- Plan aftercare programs for patients being discharged

HAMPSTEAD HOSPITAL: Hampstead, NH *March 2014 – May 2015*
Mental Health Counselor

- Responsible for ensuring patient safety and conducted daily required programming
- Provide a therapeutic setting in a population of substance abuse/psychiatric patients
- Provide therapeutic support with patients and their families in order to achieve planned goals
- Conducted groups to identify triggers and establish useful coping skills
- Work one on one with patients to establish a treatment plan including short term goals to accomplish during treatment.
- Document all pertinent information to ensure maximum quality of care for patients

Stephanie DeSantis
[redacted]

EDUCATION

Masters in Rehabilitation Counseling — State University of New York Buffalo, NY

Bachelor of Arts in Psychology — State University of New York Buffalo, NY

CERTIFICATIONS/LICENSES

- CRC- Certified Rehabilitation Counselor
- LADC-Licensed Alcohol & Drug Counselor
- Candidate for MLADC

EMPLOYMENT

Substance Abuse Counselor — July 27, 2015-Present
Concord Hospital; Substance Use Services, Concord NH

Duties:

- Assist clients with substance use disorders and mental health symptoms working towards goals for a recovery based lifestyle
- Care Coordination of patients' needs with other services providers and perform other case management duties
- Create collaborative treatment plans that are client centered
- Facilitate counseling interventions through individual and group therapy

Substance Abuse Counselor — February 2015-July 2015
Concord Metro, Concord NH

Duties:

- Assist clients with substance abuse and mental health symptoms work towards goals of recovery based lifestyle
- Assist clients with proper administration of Methadone Medication
- Correspond care with probation, court, and other treatment providers
- Provide case notes, group notes, treatment plans

Counselor — May 2011-February 2015
Horizon Health Services, Tonawanda NY

Duties:

- Assist clients with substance abuse and mental health symptoms work on goals to achieve abstinence from all mind altering substances
- Provide counseling interventions to achieve goals such as person centered through individual and group counseling
- Corresponded and created reports for probation, parole, and court as well as insurance companies

Independent Residential Assistant Specialist March 2010 – August 2010
People Inc, Amherst, NY
Duties:
· Assist clients with mild mental retardation in goal setting on independent daily activities such as budgeting and meal preparation
· Provide counseling and intervention to achieve goals
· Provide case notes for client's progress

Primary Instructor May 2009 – May 2011
People Inc, West Seneca, NY
Duties:
· Assisted client's with severe mental retardation in goal setting on social and basic daily activities such as feeding, grooming, and using assistive technology to communicate
· Provided necessary behavioral support to implement set goals
· Provided case notes for client progress

Customer Service Representative November 2003 – January 2008
Waldbaums, Greenlawn, NY
Duties:
· Assisting customers with any issues such as finding items, returns, and any complaints
· Handling money and secretarial duties such as filing paper work, excel, Microsoft office, answering phones

PROFESSIONAL/RESEACH EXPERIENCE

Practicum Student-Intern
Restoration Society, Buffalo NY September 2010-May 2011

Duties:

- Teach classes such as irrational beliefs, everyday life skills and conflict resolution, teaching the customers different tools to overcome life's obstacles while dealing with their mental health illness.
- Provide case notes and group notes for clients progress
- Assist clients with mental illness in creating treatment plans, intakes, and vocational services

Practicum Student-Intern
Southern Erie Medical Clinic, Hamburg, NY October 2009- June2010

Duties:

- Assisting clients with substance abuse issues in creating personalized treatment plans, intakes, and individual counseling sessions
- Provide case notes and group notes for clients progress

Terry L. Dinan

[redacted]

Profile:

Strong organizational skills and close attention to detail, efficient multi-tasking skills, extensive customer service and phone experience and proficiency on the Microsoft platform. A rapid learner and self motivated employee.

Skills Summary:

- Dependability
- Adaptability
- Written Correspondence
- General Office Skills
- Computer Savvy
- Customer Service
- Scheduling
- Cost Consciousness
- Teamwork
- Accounting/Bookkeeping
- Front-Office Operations
- Professionalism/Ethics

Employment:

2/2000 – Present — Concord Hospital *Concord, NH*
Office Manager: Outpatient Substance Abuse Services

- Responsible for day to day operations and coordinating quality care to patients as well as promoting a positive image for the outpatient practice through patient and community contact.
- Responsible for serving as the liaison among physicians, nurse practitioners and support staff.

10/1998 – 2/2000 — Concord Hospital *Concord, NH*
Unit Secretary: The Family Place

8/1987 – 10/1998 — Concord Hospital *Concord, NH*
Unit Secretary: 5West: Inpatient Behavioral Health

12/1986 – 8/1987 — Concord Hospital *Concord, NH*
Unit Secretary: Night Float

Education:

1979 – Licensed Nursing Assistant, State of NH
1977 – High School Diploma, Kalaheo High School Kailua, HI

Monica L. Percy Edgar

[redacted]

Education/Professional Certificates

1994 – 1998

Masters in Psychiatric Nursing - Rivier College, Nashua, NH.
Focus of practicum sites:
Hospital Consultation – Dartmouth Hitchcock Medical Center, Lebanon NH
Assessment and Individual/Group therapy with co-occurring–
Substance Use Services (SUS), Concord Hospital, Concord, NH.
Psychopharmacotherapy – Concord Psychiatric Associates, Concord, NH.

1985 – 1987

B. S. in Nursing, Castleton State College, Castleton, VT.

1981 – 1984

A. D. in Nursing, Castleton State College, Castleton, VT

Certified Adult Psychiatric and Mental Health Clinical Specialist, American Nurse Credentialing Ctr

Drug Enforcement Administration (DEA) License

Licensed Advanced Practice Registered Nurse, New Hampshire

Licensed Registered Nurse, New Hampshire

Master Licensed Alcohol and Drug Counselor

Professional Experience

2010 to Present

Director, Co-occurring diagnosis evaluations, psychopharmacotherapy, facilitator of individual and group therapy, supervising of SUS clinicians, utilization review, assistant to implementation of evidence based practices, consultation for colleagues, managing daily SUS operations, educator and patient advocate.

1998 to Present

Psychiatric Nurse Practitioner, Riverbend Counseling Associates, Concord, NH.
Psychiatric evaluation and psychopharmacotherapy.

1998 to 2010

Psychiatric Nurse Practitioner, Substance Use Services, Concord Hospital, Concord, NH.
Co-occurring diagnosis evaluations, psychopharmacotherapy, facilitator of individual and group therapy utilization review, assistant to implementation of evidence based practices, consultation for colleagues, educator and patient advocate.

1996 to 1998

Case Manager for Psychiatric Partial Hospitalization Program and Outpatient Electro convulsive Therapy (ECT) patients, Concord Hospital, Concord, NH.
Developed and implemented outpatient ECT program, and case management services.

1995-1998

Substance Abuse Nurse, Fresh Start, Concord Hospital, Concord, NH.
Substance use disorders assessments, case management, and facilitator of psycho educational groups in the intensive outpatient program (IOP), Fresh Start

1991-1996

Staff Nurse, Acute Adult Psychiatric Unit, Concord Hospital, Concord, NH.

Psychiatric nursing assessment and treatment, planned and implemented therapeutic groups, Clinical II RN, Evening Senior Resource Person (RP), and coordinated unit staffing schedule.

1990 to 1991

Medical–Surgical Staff Nurse, Medical–Surgical Unit, Copley Hospital, Morrisville, VT.
Provided medical-surgical nursing care to all ages.

1989 to 1990

Charge Nurse, Long-term Geriatric Facility, McKerley Health Care Center, Laconia, NH.
Supervised and provided geriatric nursing care.

1985 to 1989

Charge Nurse, Chemical Dependency Rehabilitation, Seminole Point Hospital, Sunapee, NH.
Assessment and treatment of adult detoxification, and supervising support staff.

Honors and Professional Memberships

Member of NH Governor's Commission, Treatment and Recovery Task Force

2009 Addiction Health Services Research Award, Center Substance Abuse Treatment (CSAT)

2008 New England Addiction Leadership Institute, New Hampshire Representative

Member, New Hampshire Nurse Practitioner Association

Member, New Hampshire Alcohol and Drug Association

Member, Sigma Theta Tau, National Honor Society, Graduate Level

Seminars and in-service trainings throughout career

Mary Beth Fletcher
[redacted]

OBJECTIVE: To obtain a part-time position offering the use of my proven skills, while affording me the opportunity for professional growth.

EXPERIENCE

Clerical Office Assistant **(August, 2007 – present)**
Substance Use Services, Concord Hospital, Concord, NH

- Obtains screening information for new patients
- Performs office receptionist tasks- answering phones, making appointments, distributing mail
- Assists with the completion of initial documents required of the patient at first visit
- Enters patient charges via data entry
- Provides clerical support for extra project work

Contract Service Administrator's Assistant **(March, 2005 – May, 2007)**
Milton Cat, Warner, NH (603) 746-4671

- Performs CSA invoicing
- Generates service contract renewal and renewal follow-up correspondence
- Inputs variance adjustments
- Scanning documents
- Data entry
- Other clerical projects

Pomerantz Staffing Alternatives, Bedford, NH (formerly in Concord, NH)
(September 2002 – February 2005)

Milton Cat, Warner, NH (603) 746-4611

- Fill-in receptionist
- Date entry of time cards
- Processing purchase orders
- Scanning

Community Bridges, Bow, NH (603) 225-4153

- Set up and maintenance of files
- Fill-in receptionist
- Data entry
- Scanning
- Editing assessment reports using MS Word

The Nature Conservancy, Concord, NH (603) 224-5853

- Receptionist duties – typing, mailing letters, answering phone calls

Quality Assurance Clerk **(November, 2001 – present)**
Concord Hospital, Concord, NH (603) 225-2711

- Processing Patient Satisfaction Surveys (scanning completed surveys using NCS Viewpoint and Survey Plus software packages; typing of written comments; printing completed reports).
- Support of other Quality Assurance staff, including typing, printing and other clerical projects

Volunteer (November, 2001 – July, 2005)
American Red Cross, Concord, NH (603) 225-6697

- Data entry on Excel Worksheets
- Mailing donor letters
- Addressing large mailing projects
- Fill-in receptionist
- Transportation Services driver

Manpower, Concord, NH (603) 224-7115
(September, 1999 – June, 2002)

Electronic Data Systems, Concord, NH (603) 225-4899

- Opening and sorting mail
- Setup and maintenance of files
- Address searches

Providian, Concord, NH (603) 225-1000

- Mailing letters with checks
- Quality control of checks (verifying check amounts with encoding)

Jefferson Pilot Financial, Concord, NH (603) 226-5000

- Data input of hotel information, name badges and form letters using Windows Excel and Word
- General clerical duties
- Large mailing projects

Biller, **Billing Department (May – June 2000)**
New London Physician Group, New London, NH (603) 526-2911

- Posting of self-pay medical payments using Medisense applications software; balancing patient accounts

U.S. Small Business Administration, Concord, NH (603) 225-1400

Control Clerk, Cashier – **Finance Division (1987 – 1989)**

- Processed loan applications, authorizations, and closing documents; maintained Imprest Fund for office expenditures; received and transmitted loan payment checks; safeguarded collateral documents

Control Clerk, **Portfolio Management Division (1987)**

- Compiled statistical data for monthly reports, reviewed bank correspondence, typed letters to borrowers and bank officials, maintained office files

Legal Clerk (1986 – 1987)
Social Security Administration, Office of Hearings and Appeals, Manchester, NH (603) 629-9326

- Prepared hearing files, transcription of hearing decisions, scheduled hearings, prepared travel authorizations, vouchers and contractors' invoices, compiled monthly reports

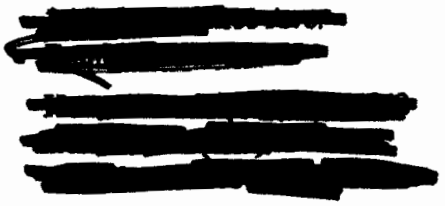
EDUCATION

New Hampshire College, Manchester, NH – Associates in Computer Science (1987)
Franklin Pierce College, Concord, NH – (July, 1982 – October, 1982)
Bishop Brady High School, Concord, NH – Graduated 1980

SPECIAL TRAINING

Medical Terminology, Concord Hospital
Excel, Concord Hospital
MS Word, Manpower

Nancy Richards Nemcovich



Credentials:

NH Licensed Alcohol and Drug Counselor (LADC) - # 316.

Substance Abuse Counseling Experience:

2013—Present. Concord Hospital. Licensed Alcohol and Drug Counselor. Responsible for identification, clinical assessment and outpatient treatment modalities for adult patients 17 years and older seeking services for substance use disorders.

2010 – 2013 Fulcrum Behavioral Consultants. Working with adolescents in the community and schools that have been court ordered by JPPO's to reduce potential for violence and drug abuse. Coordination between youth, families, school community and JPPO's. Complete school attendance checks, school performance assessments, curfew monitoring, drug testing. Provide behavior management strategies, healthy relationship interventions and community resource identification and referrals. Complete all reports on youth on caseload in a timely manner for case managers.

1989 – 2009 State of NH – Bureau of Drug & Alcohol Services, Multiple DWI Offender Program. Licensed Alcohol and Drug Counselor. Completed substance abuse evaluations for the courts including recommendations and referrals, completed intake/histories, made assessments on clients, facilitated group discussion and educational instruction, individual counseling, record keeping, program development, liaison with courts and other agencies and orientation and training of new counselors/interns. Reduced hours to part-time in 1999 through 2009.

2005 – 2007 Horizons Counseling Center. Licensed Alcohol and Drug Counselor. Completed substance abuse evaluations mandated by the court system in an outpatient treatment setting. Part-time.

1991 – 1992 NH Department of Corrections, Shock Incarceration Unit at NH State Prison. Curriculum development of drug and alcohol education program component, assessment, and intervention for inmates at the Shock Incarceration Program. Provided education, made recommendations for probation officials regarding the mandating of a drug treatment plan and self help group attendance for identified inmates. Provided group counseling with minimal individual counseling, including aftercare group meetings after graduation from the unit, developed assessment tools to determine the effectiveness of this program and completed reporting forms in a timely manner as necessary to measure the effectiveness of the alcohol and drug education in the program.

1990 Challenge Program. Educator with the court diversion intervention project for juvenile first offenders on topics relative to the use and abuse of alcohol and other drugs. Much of the education involved group process. Completed assessments, evaluations and

caseload of juveniles and their families. Conducted home, school and office meetings fo. assessment and case planning for each youth. Made necessary referrals for youths and their families, maintained active liaisons with school systems, police departments, courts and area human service providers in Sullivan County. Developed and coordinated monthly board meetings, initiated and coordinated bi-weekly clinical staff meetings, conducted presentations to various agencies, reviewed monthly program use and financial statics, supervised and supported two other staff members.

Substance Abuse Counseling Experience (continued):

1986 - 1987 Youth Services Bureau. Youth Counselor. Maintained a court diversion caseload, conducted office/home visits with clients/families, conducted school visits, prepared home reports for diversion committee, scheduled and attended hearings, facilitated in developing appropriate contracts, supervised appointments between clients, victims and/or place of community service, maintained a counseling caseload, intervened in any emergency situation and assisted in the screening process of prospective committee members.

1984 – 1986 Seminole Point Hospital. Worked as a substance abuse counselor in a residential inpatient treatment program with complete case management responsibilities, conducted group and individual counseling, maintained patient records, participated in treatment team planning, involved in crisis intervention strategies, assisted in family participation day, conducted lectures and workshops on a regular basis and addressed inappropriate behaviors by patients.

Education:

Certificate in Alcohol Counseling – NH Technical Institute, May 1985.

Bachelor of Arts – Psychology, Keene State College, May 1984.

Associate of Arts – Alcohol Studies, Keene State College, May 1984.

References:

Available upon request.

Patricia Tucker, BS, LADC

[redacted]

EMPLOYMENT

2003-present-Fresh Start Program, Concord Hospital, Concord, New Hampshire.
Duties include:

- In hospital consultations, intakes, individual and group counseling,
- Instruction in intensive outpatient program, family night program and family counseling

2000-present-Private Practice-Counselor. Individual and group counseling, intakes, assessments, case management, crisis intervention, treatment planning, referrals. EAP affiliate

1992-2003-Counselor/Aftercare Coordinator/Office Manager, State of New Hampshire, Multiple Offender Program, Parade Road, Laconia, New Hampshire
Duties include:

- Conduct screenings, intakes, assessments, orientation; group and individual counseling, case management, treatment planning, crisis intervention, educational groups, and referrals.
- Liaison with courts, the public, aftercare facilities and community at large.
- Coordinate all aftercare and testify at the Department of Motor Vehicles to assess risk factors of DWI offenders.
- Supervise office and counseling staff, orient and train new employees.
- Develop and implement procedures and policies.
- Coordinate work flow and evaluate employee performance.
- Organize and oversee employees work schedule.
- Supervise payroll.
- Review Department of Motor Vehicle records
- Computer Skills in Windows 98.

1995-1997-Part time Substance Abuse Counselor, First Step and Shock Program, New Hampshire State Prison, Laconia, New Hampshire.
Duties included:

- Plan curriculum
- Assessment, intakes, group and individual counseling, treatment planning, educational groups, referral and co-facilitate aftercare groups.

1998-1999-Part time, private counseling with New Hampshire State Prison inmates.

1991-1992-Dormitory Supervisor, Multiple Offender Program, Laconia, New Hampshire
Duties included:

- Supervise and support clients.
- Interact with the public and courts.
- Family and client education.

1987-1991-Proprietor Pat's Paraphernalia, Penacook, New Hampshire
Duties included:

- Buying and selling of merchandise
- Record keeping, accounts payable and receivable and customer contact.

1978-1987-Business Manager, Concord Obstetrics and Gynecology, Concord, New Hampshire.
Duties included:

- Public relations and patient contact.
- Accounts receivable and payable: check writing, collection of accounts, purchasing, record keeping.
- Supervision of three employees

1967-1978-Chief Admitting Officer, Concord Hospital, Concord, New Hampshire.
Duties included:

- Admitting patients and assigning beds.
- Close interaction with physicians to schedule patients for the operation room.
- Supervision and scheduling of 16 employees.

EDUCATION

2002-Bachelor of Science Degree in Counseling from College for Life Long Learning
1992-New Hampshire Technical Institute. Associates Degree in Human Services, Alcohol and Drug Counseling

COMMUNITY ACTIVITIES AND COMMITTEES

Member Leadership Program
Peer Review Committee
Police Volunteer Committee, Northfield
Ongoing involvement with Leadership Institute Education
Past Task Force for Substance Abuse Treatment for Women
Past volunteer at Merrimack County Home,
Past volunteer for Emergency Services at Concord Hospital
Past Employee Advisory Board member for State of New Hampshire
Past volunteer at Mediation Center

Substance Use Services
Concord Hospital

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Francis Caron	Candidate CRSW/LADC	$38,000	21%	$8,000
Susan Conboy	Counselor	$52,000	14%	$7,200
Terry Dinan	Office Manager	$49,500	25%	$12,500
Monica Edgar	Director	$113,000	20%	$22,500
Mary Beth Fletcher	Office Assistant	$17,500	23%	$4,000
Stephanie Heath	Counselor	$42,000	20%	$8,500
Nancy Nemcovich	Counselor	$48,000	21%	$10,000

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-02)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Families First of the Greater Seacoast		1.4 Contractor Address 100 Campus Drive Portsmouth, NH 03801	
1.5 Contractor Phone Number 603 422-8208 x 120	1.6 Account Number 05-95-49-491510-29890000-102-500734 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $35,900.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Helen B Taft		1.12 Name and Title of Contractor Signatory Helen B. Taft Executive Director	

1.13 Acknowledgement: State of NH, County of Rockingham

On 3/4/16, 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] Suzanne Coombs Exp 12/19/18

1.13.2 Name and Title of Notary or Justice of the Peace

SUZANNE Coombs, Notary Public

1.14 State Agency Signature Marilee Nihan Date: 3/8/16	1.15 Name and Title of State Agency Signatory Marilee Nihan Deputy Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Lyle - Attorney On: 3/8/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials BJT
Date 3/4/16

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MRT
Date 3/4/16

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials _____
Date 3/4/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the Contractor's primary care clients in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the Contractor's primary

care clients that include, but not limited to:

3.2.1. Adolescents;

3.2.2. Adults;

3.2.3. Pregnant women;

3.2.4. Women with dependent children;

3.2.5. Injection drug users;

3.2.6. Individuals with co-occurring substance use and mental health disorders;

3.2.7. Veterans; and/or

3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.3. The Contractor shall submit for Department approval, changes to the evidence-based practices in Section 4.2, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Enhanced services remove barriers to a client's participation in treatment or recovery or reduce or remove threats to a client's maintaining participation in treatment and/or recovery such as transportation or child care.

6.1.1.1. Enhanced services include only direct services to the client such as providing transportation to treatment appointments or providing

childcare while a client attends a treatment appointment.

6.1.1.2. Enhanced services do not include indirect costs such as marketing, staff training, or staff travel unless such expenses can be shown to be required in order to provide the enhanced service.

6.1.1.3. Submitting for Department approval, within 30 days from the contract effective date, a list and a description of the direct services that will be provided under Enhanced Services.

6.1.2. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.2.1.3. A MLADC or LADC

6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI

Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain

consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and

provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to

resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use

Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. A residential facilities license from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision;

and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is

available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of $75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.

5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:

   a. Total number of clients screened for services

   b. Number of client screened appropriate for services

   c. Number of clients engaging in services who's payer was:

      i. This contract

      ii. New Hampshire Health Protection Plan

      iii. New Hampshire Medicaid

      iv. Medicare

      v. Private Insurance

      vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be

imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure

that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or
2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services

to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1. To pregnant and injecting drug users first.

24.3.10.2. To other pregnant substance users second.

24.3.10.3. To other injecting drug users third.

24.3.10.4. To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to

pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor

remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to

reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 9, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 9 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Integrated Medication Assisted Treatment Services (See Section 6), and Enhanced Services (See Section 7) as follows:

5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.4.1. Submit separate batches for each billing month.

5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Medication Assisted Treatment (MAT)shall be as follows:

6.1. Staff Time:

6.1.1. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Integrated Medication Assisted Treatment Services for Staff Time.

6.1.2. The Contractor shall provide the service in accordance with Exhibit A, Section 4.1.2. The Contractor agrees Staff Time is for non-medical staff time relative to the MAT program that is not billable as another service under this contract, such as consultation with a prescribing physician. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

6.1.3. At a minimum the invoice shall include the following:
6.1.3.1. A clear description of each expense including WITS Client ID #(s) when applicable;
6.1.3.2. The amount of each expense; and
6.1.3.3. The total of all expenses for the billing period in a Department defined invoice.

6.1.4. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment 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. Invoices must be submitted to:

Financial Manager
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301

6.2. Medication:

6.2.1. The Contractor shall provide the service in accordance with Exhibit A, Section 4.1.2. and according to the unit type and service limit in Exhibit B-1.

6.2.2. The Contractor agrees not to bill the Department under this Contract for this service.

6.3. Physician Time

6.3.1. The Contractor shall provide the service in accordance with Exhibit A, Section 4.1.2. and according to the unit type and service limit in Exhibit B-1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

6.3.2. The Contractor agrees not to bill the Department under this Contract for this service.

7. Payment for Enhanced Services:

7.1. The Department will reimburse the Contractor for Enhanced Services based on actual activities and services directly provided to the client, as defined in Exhibit A, Section 6.1.1.3

7.2. The Contractor shall be reimbursed up to the amount in Exhibit B-1.

7.3. The Contractor shall submit actual expenses on a Department defined invoice.

7.4. The Contractor shall provide a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.

7.5. The Department will reimburse on allowable expenses, in accordance with applicable state and federal laws and regulations.

7.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for enhanced services 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. Invoices must be submitted to:

Financial Manager
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301

8. Payment for Crisis Services to Existing Clients and their Significant Others:

8.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

9. Sliding Fee Scale

9.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Integrated Medication Assisted Treatment – Staff time that is not a direct service to a specific client(s) (See Section 6), and Enhanced Services (See Section 7), as follows:

9.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

9.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.

9.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.

9.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.

9.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.

9.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.

9.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.

9.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

9.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

10. Non Reimbursement for Services

10.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

10.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.

10.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.

10.1.3. Services covered by Medicare for clients who are eligible for Medicare.

10.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

10.2. Notwithstanding Section 10.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 10.1.

11. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

12. Funding may not be used to replace funding for a program already funded from another source.

13. The Contractor will keep records of their activities related to Department programs and services.

14. 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.

15. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

16. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    16.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    16.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

        16.2.1. Make cash payments to intended recipients of substance abuse services.
        16.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
        16.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
        16.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

    16.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

        16.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 per week per client
Integrated Medication Assisted Treatment - Contractor Staff Time	$7.50	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	$0.00	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment – Medication	$0.00	Unit per Medicaid	Up to 3 doses per client per day.
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	$5.00	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to $7,438 and according to Section 7 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Families First of the Greater Seacoast

3/4/16
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Family First of the Greater Seacoast

3/4/16
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Families First of the Greater Seacoast

3/4/16
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director

Contractor Initials HBT
Date 3/4/16

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.

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: Families First of the Greater Seacoast

3/4/16
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Families First of the Greater Seacoast

3/4/16
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health + Human Services	Families First of the Greater Seacoast
The State	Name of the Contractor
Marilee Nihan	Helen B. Taft
Signature of Authorized Representative	Signature of Authorized Representative
Marilee Nihan	Helen B. Taft
Name of Authorized Representative	Name of Authorized Representative
Deputy Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
3/8/16	3/4/16
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Families First of the Greater Seacoast

3/4/16
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director

FORM A

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

1. The DUNS number for your entity is: 85-844-458

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

   _X_ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   - 1.1.1. Ownership;
   - 1.1.2. Physical location;
   - 1.1.3. Name.

   1.2. When there is a new administrator, the following shall apply:
   - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
     - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
     - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
     - 1.2.2.3. Copies of applicable licenses for the new administrator;
   - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
     - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
     - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   - 2.1.1. The facility premises;
   - 2.1.2. All programs and services provided under the contract; and
   - 2.1.3. Any records required by the contract.

   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.

   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
   - 3.1.2. Imposing a directed POC upon a contractor;
   - 3.1.3. Suspension of a contract; or
   - 3.1.4. Revocation of a contract.

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;

3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
- 3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the contractor deems significant.
12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
12.8.2. Transfer records of clients who have given written consent to another contractor; or
12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
13. Medication Services.
13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
13.2.1. The client's name;
13.2.2. The medication name and strength;
13.2.3. The prescribed dose;
13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and
19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and
19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

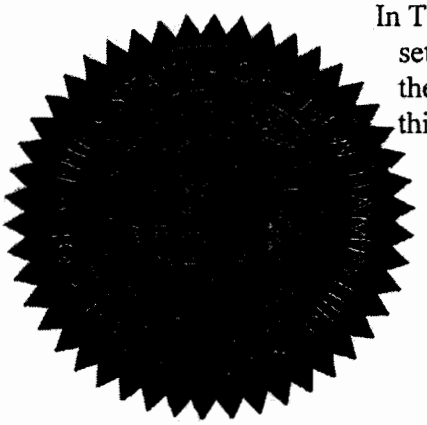
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

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 FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire nonprofit corporation formed August 28, 1986. 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 1st day of April A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Linda Sanborn, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families First of the Greater Seacoast.
(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 2/29/2016:
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 4th day of March, 2016.
(Date Contract Signed)

4. Helen B. Taft is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Linda Sanborn
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 4th day of March, 2016,

By Linda Sanborn.
(Name of Elected Officer of the Agency)

Karen H. Foley
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: KAREN H. FOLEY Notary Public - New Hampshire My Commission Expires June 4, 2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2016

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

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

PRODUCER	CONTACT NAME: Edward Jackson
Tobey & Merrill Insurance 20 High Street Hampton NH 03842-2214	PHONE (A/C, No, Ext): (603) 926-7655 FAX (A/C, No): (603) 926-2135 E-MAIL ADDRESS: edward@tobeymerrill.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Peerless Indemnity	18333
INSURER B : Peerless Insurance Company	24198
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Families First of the Greater Seacoast 100 Campus Dr Ste 12 Suite 12 Portsmouth NH 03801

COVERAGES **CERTIFICATE NUMBER:** CL161804090 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BOP8358757	12/29/2015	12/29/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CU8353458	12/29/2015	12/29/2016	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5055429	12/29/2015	12/29/2016	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

DHHS/DCYF
129 Pleasant St
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dean Merrill CIC/JLM

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	INEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$233.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$185.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	PDIS		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$882.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Schedule Mod Factor 1	SCH01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Adjst. to reconcile-exp mod. premium	AREM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$8,781.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Additional Prem to Equal Inc Limits	AILMP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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Families First

support for families...health care for all

Mission Statement

Families First Health and Support Center contributes to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay.

Vision Statement

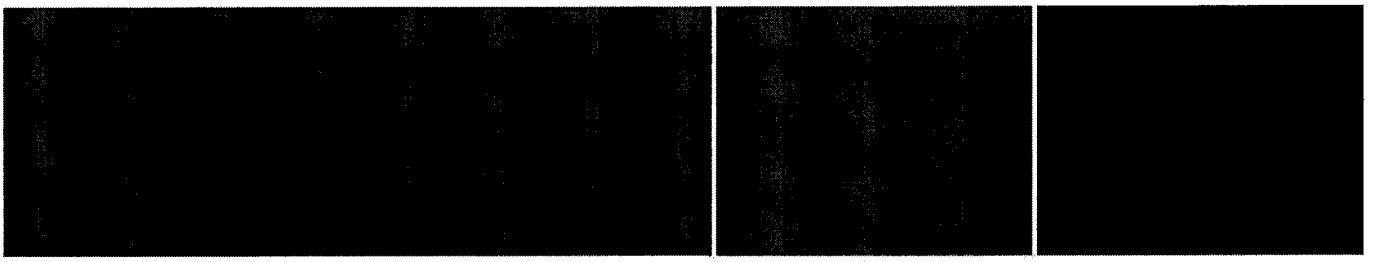
We envision a strong community that provides fully for the health and well-being of all its members.

Guiding Principles

Families First will:

- offer a broad array of health and family services to meet evolving community needs;
- meet a standard of excellence in all services;
- ensure that no one is turned away due to inability to pay;
- treat clients respectfully and with concern for dignity;
- integrate services wherever possible;
- partner with other organizations to help realize our vision.

BerryDunn



FAMILIES FIRST OF THE GREATER SEACOAST

FINANCIAL STATEMENTS

June 30, 2015 and 2014

With Independent Auditor's Report



BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families First of the Greater Seacoast

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheet as of June 30, 2015, and the related statements of operations, changes in net assets, and cash flows for the year 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 U.S. generally accepted accounting principles; 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 U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from 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 audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2015, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of June 30, 2014, were audited by other auditors whose report dated December 9, 2014, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Concord, New Hampshire
November 11, 2015

FAMILIES FIRST OF THE GREATER SEACOAST

Balance Sheets

June 30, 2015 and 2014

ASSETS

	2015	2014
Current assets		
Cash and cash equivalents	$ 350,670	$ 400,643
Patient accounts receivable, less allowance for uncollectible accounts of $54,489 in 2015 and $51,984 in 2014	297,832	216,039
Grants receivable	72,622	117,416
Current portion of pledges receivable	275,467	237,990
Other current assets	26,601	33,811
Total current assets	1,023,192	1,005,899
Investments	99,769	-
Pledges receivable, less current portion	-	370,000
Assets limited as to use	1,680,036	1,537,795
Property and equipment, net	418,783	282,850
Total assets	$ 3,221,780	$ 3,196,544

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	$ -	$ 243,849
Accounts payable and accrued expenses	52,580	117,151
Accrued payroll and related expenses	313,185	312,264
Patient deposits	47,922	40,973
Deferred revenue	60,200	11,780
Total liabilities	473,887	726,017
Net assets (deficit)		
Unrestricted	915,781	(7,062)
Temporarily restricted	631,425	1,276,902
Permanently restricted	1,200,687	1,200,687
Total net assets	2,747,893	2,470,527
Total liabilities and net assets	$ 3,221,780	$ 3,196,544

The accompanying notes are an integral part of these financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Operations

Years Ended June 30, 2015 and 2014

	2015	2014
Operating revenue		
Patient service revenue	$ 2,152,348	$ 1,623,471
Provision for bad debt	(37,705)	(37,860)
Net patient service revenue	2,114,643	1,585,611
Grants and contracts	1,333,024	992,590
Contributions	1,347,775	1,162,853
Other operating revenue	120,613	103,252
Net assets released from restrictions for operations	1,159,515	1,182,527
Total operating revenue	6,075,570	5,026,833
Operating expenses		
Salaries and benefits	4,121,046	3,806,745
Other operating expenses	1,211,689	1,333,805
Depreciation	80,984	72,007
Interest expense	6,666	4,410
Total operating expenses	5,420,385	5,216,967
Operating income (loss)	655,185	(190,134)
Non-operating revenues and gains (losses)		
Investment income	2,452	899
Gain on sale of capital asset	34,844	-
Recognized change in fair value of investments	(3,756)	4,545
Total non-operating revenues and gains (losses)	33,540	5,444
Excess (deficiency) of revenues over expenses	688,725	(184,690)
Net assets released for capital acquisition	234,118	-
Increase (decrease) in unrestricted net assets	$ 922,843	$ (184,690)

The accompanying notes are an integral part of these financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Changes in Net Assets

Years Ended June 30, 2015 and 2014

	2015	2014
Unrestricted net assets		
Excess (deficiency) of revenues over expenses	**$ 688,725**	$ (184,690)
Net assets released for capital acquisition	**234,118**	-
Increase (decrease) in unrestricted net assets	**922,843**	(184,690)
Temporarily restricted net assets		
Contributions	**750,695**	1,672,696
Investment income	**23,575**	26,923
Recognized change in fair value of investments	**(26,114)**	176,734
Net assets released from restrictions for operations	**(1,159,515)**	(1,182,527)
Net assets released for capital acquisition	**(234,118)**	-
(Decrease) increase in temporarily restricted net assets	**(645,477)**	693,826
Permanently restricted net assets		
Contributions	-	500
Increase in permanently restricted net assets	-	500
Change in net assets	**277,366**	509,636
Net assets, beginning of year	**2,470,527**	1,960,891
Net assets, end of year	**$ 2,747,893**	$ 2,470,527

The accompanying notes are an integral part of these financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Cash Flows

Years Ended June 30, 2015 and 2014

	2015	2014
Cash flows from operating activities		
Change in net assets	$ 277,366	$ 509,636
Adjustments to reconcile change in net assets to net cash used by operating activities		
Provision for bad debt	37,705	37,860
Depreciation	80,984	72,007
Gain on sale of capital asset	(34,844)	-
Restricted contributions for long-term purposes	(750,695)	(339,980)
Recognized change in fair value of investments	29,870	(181,279)
(Increase) decrease in the following assets		
Patient accounts receivable	(119,498)	(121,264)
Grants receivable	44,794	(50,116)
Pledges receivable	332,523	(271,242)
Other current assets	7,210	6,865
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(64,571)	15,530
Accrued payroll and related expenses	921	40,268
Patient deposits	6,949	40,973
Deferred revenue	48,420	(12,696)
Net cash used by operating activities	(102,866)	(253,438)
Cash flows from investing activities		
Capital acquisitions	(217,073)	(106,865)
Proceeds from sale of capital asset	35,000	-
Purchase of investments	(363,435)	(1,666,853)
Proceeds from the sale of investments	91,555	1,769,228
Net cash used by investing activities	(453,953)	(4,490)
Cash flows from financing activities		
Proceeds from borrowings on line of credit	-	243,849
Payments on line of credit	(243,849)	-
Restricted contributions for long-term purposes	750,695	339,980
Net cash provided by financing activities	506,846	583,829
Net (decrease) increase in cash and cash equivalents	(49,973)	325,901
Cash and cash equivalents, beginning of year	400,643	74,742
Cash and cash equivalents, end of year	$ 350,670	$ 400,643
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ 6,666	$ 4,410

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

Families First of the Greater Seacoast (Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast (New Hampshire and Maine).

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	2015	2014
Balance, beginning of year	$ 51,984	$ 52,289
Provision	37,705	37,860
Write-offs	(35,200)	(38,165)
Balance, end of year	$ 54,489	$ 51,984

Investments

The Organization reports investments at fair value, and has elected to report all gains and losses in the excess (deficiency) of revenues over expenses to simplify the presentation of these amounts in the statement of operations. Investments include donor endowment funds and board designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the recognized change in fair value are included in the excess (deficiency) of revenues over expenses unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Assets Limited As To Use

Assets limited as to use include assets designated by the Board of Directors for future use and donor-restricted contributions to be held in perpetuity.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted net assets, and excluded from the excess of revenues over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations..

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to $147,044 and $265,395 for the years ended June 30, 2015 and 2014, respectively.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Given the short term nature of the pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as support until the conditions are substantially met.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2015	2014
Program services	**$ 4,706,160**	$ 4,511,400
Administrative and general	**574,957**	527,250
Fundraising	**139,268**	178,317
Total	**$ 5,420,385**	$ 5,216,967

Excess (Deficiency) of Revenues Over Expenses

The statements of operations reflect the excess (deficiency) of revenues over expenses. Changes in unrestricted net assets which are excluded from the excess (deficiency) of revenues over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Reclassification

Certain amounts in the 2014 financial statements have been reclassified to conform to the current year's presentation.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 11, 2015, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Investments

Investments, stated at fair value, are as follows:

	2015	2014
Money market funds	$ 18,248	$ 152,451
Mutual funds	1,623,371	1,385,344
Total investments	$ 1,641,619	$ 1,537,795

	2015	2014
Long-term investments	$ 99,769	$ -
Assets limited as to use	1,541,850	1,537,795
Total investments	$ 1,641,619	$ 1,537,795

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value measurement for all of the Organization's investments is based on Level 1 inputs at June 30, 2015 and 2014.

Investment income and gains (losses) for cash equivalents and investments consist of the following:

	2015	2014
Unrestricted net assets		
Investment income	$ 2,452	$ 899
Recognized change in fair value of investments	(3,756)	4,545
Restricted net assets		
Investment income	23,575	26,923
Recognized change in fair value of investments	(26,114)	176,734
Total	$ (3,843)	$ 209,101

3. Assets Limited as to Use

Assets limited as to use consisted of the following:

	2015	2014
Designated by the governing board:		
For future use	$ 212,115	$ 780
Donor restricted endowment:		
Temporarily restricted earnings	267,234	336,328
Permanently restricted principal	1,200,687	1,200,687
Total	$ 1,680,036	$ 1,537,795

	2015	2014
Cash and cash equivalents	$ 138,186	$ -
Investments	1,541,850	1,537,795
Total	$ 1,680,036	$ 1,537,795

4. Pledges Receivable

Pledges receivable consisted of:

	2015	2014
Scheduled amounts due in:		
Less than one year	$ 275,467	$ 237,990
Thereafter	-	370,000
Total	$ 275,467	$ 607,990

Pledges receivable have not been discounted as the amount is not material to the financial statements as a whole. The Organization believes all pledges are fully collectible.

5. Property and Equipment

Property and equipment consisted of the following:

	2015	2014
Leasehold improvements	$ 179,031	$ 179,031
Furniture, fixtures, and equipment	799,559	766,505
Total cost	978,590	945,536
Less accumulated depreciation	(559,807)	(662,686)
Property and equipment, net	$ 418,783	$ 282,850

6. Line of Credit

The Organization has a $250,000 line of credit with a local bank through May 1, 2016. The line of credit is collateralized by accounts receivable. The interest rate at June 30, 2015 was 3.25%. There was no outstanding balance at June 30, 2015. There was an outstanding balance of $243,849 at June 30, 2014.

7. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following:

	2015	2014
Temporarily restricted:		
Unrestricted pledges receivable	$ 275,467	$ 607,990
Program services	88,724	98,466
Mobile clinic	-	234,118
Endowment earnings	267,234	336,328
Total temporarily restricted	$ 631,425	$ 1,276,902
Permanently restricted: Endowment	$ 1,200,687	$ 1,200,687

8. Endowments

Interpretation of Relevant Law

There were no board designated endowments. The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund
(2) The purposes of the Organization and the donor-restricted endowment fund
(3) General economic conditions
(4) The possible effect of inflation and deflation
(5) The expected total return from income and the appreciation of investments
(6) Other resources of the Organization
(7) The investment policies of the Organization

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2015 and 2014.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
2015				
Donor-restricted endowment funds	$ -	$ 267,234	$ 1,200,687	$ 1,467,921
2014				
Donor-restricted endowment funds	$ -	$ 336,328	$ 1,200,687	$ 1,537,015

The Organization had the following endowment related activities for the years ended June 30, 2015 and 2014, respectively.

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2014	$ -	$ 336,328	$ 1,200,687	$ 1,537,015
Investment return:				
Investment income	-	23,575	-	23,575
Change in fair value of investments	-	(26,114)	-	(26,114)
Appropriation of endowment assets for expenditures	-	(66,555)	-	(66,555)
Endowment net assets, June 30, 2015	$ -	$ 267,234	$ 1,200,687	$ 1,467,921

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2013	$ -	$ 192,343	$ 1,200,187	$ 1,392,530
Investment return:				
Investment income	-	26,923	-	26,923
Change in fair value of investments	-	176,734	-	176,734
Contributions	-	-	500	500
Appropriation of endowment assets for expenditures	-	(59,672)	-	(59,672)
Endowment net assets, June 30, 2014	$ -	$ 336,328	$ 1,200,687	$ 1,537,015

9. Patient Service Revenue

Patient service revenue follows:

	2015	2014
Medicare	$ 215,538	$ 200,204
Medicaid	1,307,387	927,295
Third party payers and private pay	629,423	495,972
Total patient service revenue	$ 2,152,348	$ 1,623,471

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare) and New Hampshire and Maine Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

As an FQHC, the Organization is reimbursed for the care of qualified patients at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program are determined and settled on a retrospective basis. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2013.

Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per member, per month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to $1,661,000 and $1,971,000 for the years ended June 30, 2015 and 2014, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

10. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that cover substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization did not incur expenses under the plan for the years ended June 30, 2015 and 2014.

11. Concentration of Risk

The Organization has cash deposits in major financial institutions in excess of federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers was as follows as of June 30:

	2015	2014
Medicare	11 %	12 %
Medicaid	42 %	38 %
Other	47 %	50 %
	100 %	100 %

12. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2015, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2016	$ 61,513
2017	11,479
2018	11,479
2019	11,479
2020	7,848
Total	$ 103,798

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charged to operations as incurred.

Rental expense amounted to $133,381 and $123,868 for the years ended June 30, 2015 and 2014, respectively. Rent expense includes a charge per square foot for utilities and housekeeping services.

Families First

FY2016 Board of Directors

	First	Name	Board Position
1	Linda	Sanborn, CPA	Chair
2	Tom	Newbold	Vice Chair
3	Kristen	Hanley	Secretary
4	Mike	Burke, CPA	Treasurer
5	Karin	Barndollar	
6	Barbara	Henry	
7	Jack	Jamison	
8	Jo	Jordon	
9	Josephine	Lamprey	
10	Patricia	Locuratolo, MD	
11	David	McNicholas	
12	John	Pelletier	
13	Kerri	Ruggiero	
14	Mary	Schleyer	
15	Kathy	Scheu	
16	Dan	Schwarz, Esq.	
17	Peter	Whitman	

Peter Y. Fifield Ed D., LCMHC, MLADC

[redacted]

Relative Work Experience

Manager of Integrated Behavioral Health Services 2012-Present
Integrated Behavioral Health Specialist *2008-2012*
Families First Health and Support Center *Portsmouth, NH*

- Director of integration and collaborative services including behavioral health, substance abuse treatment, nutrition, care coordination, home visiting and other social services in an urban FQHC
- Responsible for start up of Behavioral Health Specialist positions including coordination of operational, financial and clinical protocols
- Consulting member for local and regional integration projects regarding integrated care
- Counseling therapist for low income individuals utilizing brief Motivational Interviewing and Solution Focused Therapy for clients with mental health and substance abuse needs
- Member of Quality Improvement and Patient Centered Medical Home Team
- Supervisor for all Behavioral Health and Home Visiting Programs
- Member of regional collaborative network including local and regional hospitals, community mental health, specialty care and social services

Adjunct Faculty 2012-Present
University of MA Medical School-Center for Integrated Primary Care
Worchester, MA

- Design and instruction of on-line Motivational Interviewing classes for medical providers

Adjunct Faculty 2012-Present
New England College
Henniker, NH

- Design and implementation of graduate level class on integrated primary care behavioral health
- Instruction of graduate students including lecture, grading, curriculum design and administrative duties
- Instructor of Motivational Interviewing

Integrated Behavioral Health Specialist 2006-2008
Summit Community Care Clinic *Frisco, CO*

- Behavioral therapist for low income individuals living with mental health and substance abuse disorders; utilizing Motivational Interviewing and Solution Focused and Cognitive Behavioral Therapy
- Project head for the design and implementation of the integrated care operation flow and client data base for the National Council for Community Behavioral Healthcare Project
- Collaborative member of a qualitative data collection and analysis team for the National Council for Community Behavioral Healthcare Project

Mental Health and Substance Abuse Therapist 2006-2008
Colorado West Mental Health Frisco, CO

- Provide diagnostic evaluation, assessment and mental health counseling for adolescents and adults seeking individual and group treatment
- Substance Abuse and DUI Intake Assessment Coordinator
- Group counselor for Colorado Out Patient Eagle Summit (COPES) substance dependence group therapy
- On-Call Emergency Mental Health Services Therapist
- Member of Summit Community Connections Integration Program

Operations Manager, Experiential Educator, Facilitator *1998-2006*
Breckenridge Outdoor Education Center *Breckenridge, CO*

- Manager of plant, property and equipment for wilderness therapy facility, interns and wilderness staff
- Facilitator of wilderness therapy sessions with children and adults of all abilities including trauma survivors, individuals living with physical and mental disabilities, veterans and adjudicated youth
- Team Building Facilitator for Professional Challenge Program leading groups such as; The National Guard, Veterans Association, Denver Police Department, U.S. Ski and Swim Teams etc.

Education

Ed.D: Educational Leadership 2012-2015
University of New England *Biddiford, ME*

Non-Matriculated Student 2009-2010
Rivier University *Nashua, NH*

M.S. in Counseling Psychology 2005-2008
University of West Alabama: Livingston, AL

B.S. Kinesiology; Experiential/Outdoor Education 1994-1998
University of New Hampshire Durham, NH

Professional Presentation Motivational Interviewing for Health Behavior Change (2014, 2015). Institute of Lifestyle Medicine: Joselin Diabetes Center, Boston, MA.

What is Next? Advancing Healthcare from Provider-Centered to Patient-Centered to Family-Centered. (2014). Collaborative Family Healthcare Assoiation Washington, DC.

Integration of Smoking Cessation Protocols in Primary Care Using QuitWorks New Hampshire (2012). New Hampshire Health Association, Concord NH.

Patient-Centered Asthma Care: Making What we Know Works Operational—EMR Track Examples from the Field (2012). NH Asthma Conference, Concord, NH.

Navigating the Legal and ethical Foundations of Informed Consent and Confidentiality in Integrated Care (2012). Collaborative Family Healthcare Association, Austin TX.

Reducing Tobacco Use in New Hampshire: An Opportunity to Integrate the Work of Primary Care, Public Health, Oral Health and Behavioral Health (2012). New Hampshire Public Health Forum, Concord, NH.

Best Practices for Informed Consent and Confidentiality in Integrated Behavioral Health Setting: Results of a Standardized Survey of Experts and Practitioners (2011). Collaborative Family Healthcare Association, Philadelphia, PA.

Smoking Cessation Interventions and Treatment in the Primary Care Setting (2011). New Hampshire WIC Conference, Concord, NH.

Hard but not Impossible: Institutionalizing Ask, Assist and Refer to QuitWorks-into Primary Care (2011). New Hampshire Chronic Disease Conference, Concord, NH.

H.I.T. or MIS? Best Practices for Collaboration in a Health Information Technology Environment (2010). Collaborative Family Healthcare Association, Louisville, KY.

Data Blitz (2010). Collaborative Family Healthcare Association, Louisville, KY.

Helping Mental Health Practitioners Integrate into the Primary Care Setting (2008), West Slope Casa Psychiatry Symposium, Glenwood Springs, CO.

Integrated Care in Summit County, Colorado (2008). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Washington, DC.

Integrated Care in Summit County, CO (2007). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Chicago, IL.

Professional Publications

Hudgins, C., Rose, S., Fifield, P., & Arnault, S. (2014). The ethics of integration: Where policy and practice collide. In *Medical Family Therapy: Advanced applications* (pp. 381-402). New York, NY: Springer.

Hudgins, C., Rose, S., Fifield, P., & Arnault, S. (2013). Navigating the legal and ethical foundations of informed consent and confidentiality in integrated care. *Family, Systems & Health: The Journal of Collaborative Family Healthcare, Special Edition.*

Reitz, R., Common, K., Fifield, P., & Stiasny, E. (2011). Collaboration in the presence of an electronic health record. *Families, Systems, & Health: The Journal of Collaborative Family Healthcare , 30* (1), 72-80.

Reitz, R., Fifield, P., & Whistler, P. (2011). Integrating a Behavioral Health Consultant into your practice. *Family Practice Management , 18* (1), 18-21.

Fifield, P. (2010). Book Review: Behavioral consultation and primary care: A guide to integrating services. *Families, Systems, & Health: The Journal of Collaborative Family Healthcare , 28* (1), pp. 72-73.

License and Certifications

Licensed Clinical Mental Health Counselor: *State of New Hampshire—2010-Present*
Master Licensed Alcohol and Drug Counselor: *State of New Hampshire—2012-Present*
Motivational Interviewing Network of Trainers: *MINT Member/Trainer—2011-Present*
Certified Prime For Life Instructor: Prime For Life Training—2015
Critical Incident Stress Management: *Group and Individual Certified--2008*

Professional Affiliations

Collaborative Family Healthcare Association; Member—Membership and IT Committees & Former Editing Manager *CFHA Blog*
Family Medicine Education Consortium; Member
International Society for Traumatic Stress Studies; Member
National Board of Certified Counselors; Member
The New Hampshire Mental Health Counselor's Association; Member

Community Involvement

Disaster Behavioral Health Response Team: Volunteer DBART Response Team member

Seacoast Care Collaborative: Special Committee on Community Care Coordination

Seacoast Integrated Network of Care, Rockingham County New Hampshire; Steering Committee Member, 2008-Present

New Hampshire Integrated Primary Care Learning Collaborative; Member, 2008-Present

Veterans of Foreign Wars and American Legion Local Chapter; Member, 2004-Present

Research Experience

Assessment of Relational Coordination factors in medical teams and the outcomes on activation levels in patients with chronic illness, 2013 to Present

Integrated Care Effects on Hypertensive Patient's BioPsyhoSocial Indicators in a Primary Care Setting, 2012-2014

Seacoast Integrated Network of Care Research Project and Service Gap Analysis, 2008-2012

Families First Health and Support Center and Antioch New England: Community Based Participatory Research Integrated Healthcare Outcomes Project, 2008-2011

Qualitative Delphi Study on Health Information Technology use and HIPAA in the Collaborative Healthcare Setting, 2010 -2011

Summit Community Care Clinic and The National Community Council for Behavioral Health: Collaborative for Integrated Care Improvement, 2007-2008

David C. Choate
[redacted]

PROFESSIONAL OBJECTIVE

A position in **Senior Financial Management** providing the opportunity to make a strong contribution to organizational goals though continued development of professional management and financial skills.

QUALIFICATIONS PROFILE

Experience/ Skills:

Chief Financial Officer: Assure the financial integrity of the agency.

Related skills and practices include:

- Preparing and monitoring required financial statements and reports
- Developing and revising comprehensive annual agency budgets
- Developing and updating the Administrative and Fiscal Internal Control Policies and Procedures Manual
- Supervising support staff which includes: payroll, accounts payable, accounts receivable, finance clerk, network administrator, receptionist and building maintenance
- Advising agency management and the Board of Directors in regards to fiscal planning, cost analysis auditing systems and financial reporting requirements
- Acting as the lead administrative staff for banking and investment functions, grant management and auditing functions; i.e. external and funding sources
- Reviewing and analyzing plant and equipment needs and negotiating the purchase of major equipment and financing

Computers:

- Windows-based PC's with various accounting software including Microsoft Great Plains Solomon
- Equation Solvers: Microsoft Office: Word, Excel and Outlook

Administration:

- Ensuring compliance with all applicable laws, standards, and reporting requirements of funding sources
- Preparing grant financial reports and documentations

Education:

Master Degree in Business Administration, 1989
Southern New Hampshire University – Manchester, New Hampshire

Bachelor of Science Degree in Business Administration-Accounting, 1974
Thomas College – Waterville, Maine

Accomplishments/Strengths:

- Extensive accounting, auditing and management consulting skills
- Excellent troubleshooting and analytical skills
- Well organized and proficient with details
- Excellent interpersonal and team skills

PROFESSIONAL EXPERIENCE

January 2008 to present

FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH

Finance Director

July 2000 to June 2007

INDEPENDENCE ASSOCIATION, INC, Brunswick, Maine

Director of Finance & Administration

An agency that provides residential housing and day programs to adults and children with disabilities.

Accomplishments:

- Streamlined and updated audit procedures to assure successful audits
- Responsible for smooth computer conversion to Great Plains Solomon accounting software
- Maintained and increased profits from services

November 1995 to July 2000

METHODIST CONFERENCE HOME, INC, Rockland, Maine

Finance Manager

A senior housing agency with programs such as housing services, housing management, senior citizen meals and regional transportation.

Accomplishments:

- Involved in obtaining finance and operating funds to build an upscale senior housing facility
- Instituted financial administrative policies
- Obtained line of credit for operations.
- Computerized the accounting systems

May 1988 to November 1995

PROFESSIONAL MANAGEMENT ASSOCIATES, Portland, Maine

Partner and Management Consultant

A business offering a wide range of management and accounting services to professionals and small to medium-sized business, both non-profit and for profit.

Clientele:

- Small to mid-size business, i.e. food industry and pharmacies
- Health care providers; i.e. physicians, dentists, chiropractors, hospitals and veterinarians.

Accomplishments:

- Increased profits for companies through new financial management policies and procedures.

— Excellent references are available upon request —

HELEN B. TAFT
[redacted]

OBJECTIVE: A position as Administrator in the human services or health care fields.

PROFILE:

- Highly developed research and writing skills with emphasis on analysis and evaluation
- Excellent academic record
- Strong verbal communication and group discussion skills
- Experienced interpersonal skills
- Long-term commitment to community service

EDUCATION:

University of New Hampshire
Masters of Public Administration, 1989
Certificate of Paralegal Studies, 1982
Smith College
B.A. (Government) 1966

PROFESSIONAL EXPERIENCE:

FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH
Executive Director Dec.1989 – Present
FOUNDATION FOR SEACOAST HEALTH, Portsmouth, N.H
Administrative Intern Jan. -June 1989
HARVEY AND MAHONEY LAW OFFICES, Manchester, NH
Paralegal 1982 -1988

VOLUNTEER LEADERSHIP EXPERIENCE:

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE 1972 –1992
President; First Vice-President; Board of Directors; Chair, Long ,Range Planning Committee; Chair, Advocacy Committee; President, Manchester Regional Executive Committee
UNITED WAY OF MANCHESTER 1985 -1988
Board of Directors; Chair, Campaign Phonothon; Venture Grant Committee
MANCHESTER LEAGUE OF WOMEN VOTERS 1973 -1978
President; Board of Directors
GREATER SEACOAST UNITED WAY 1997 -1999
Board of Directors

REFERENCES: Furnished upon request.

Families First of the Greater Seacoast

Key Personnel (SFY 2016)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Helen B. Taft	Executive Director	$105,253	0%	$ 0
David C. Choate	Finance Director	$ 69,580	0%	$ 0
Peter Fifield	Behavioral Health Manager	$ 57,962	0%	$ 0

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-03)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Families in Transition		1.4 Contractor Address 122 Market STreet Manchester, NH 03101	
1.5 Contractor Phone Number 603 641-9441 x 222	1.6 Account Number 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $357,600.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Maureen Beauregard		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 2/26/2016, 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] Ruth Syrek

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Ruth Syrek, Admin Assistant, Notary Publice

1.14 State Agency Signature Kathleen A Dunn Date: 3/2/16	1.15 Name and Title of State Agency Signatory
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Megan A Yost	On: 3/6/16
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MB
Date 2/26/16

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MB
Date 2/26/16

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials MAB

Date ~~2/26/16~~

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the population, in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract with a focus on pregnant women and women with dependent children populations that includes, but not limited to:

3.2.1. Adolescents;

3.2.2. Adults

3.2.3. Pregnant women;

3.2.4. Women with dependent children;

3.2.5. Injection drug users;

3.2.6. Individuals with co-occurring substance use and mental health disorders;

3.2.7. Veterans; and/or

3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment Section 4.1.1.

4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.4. The Contractor shall submit for Department approval, changes to service components

in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Enhanced services remove barriers to a client's participation in treatment or recovery or reduce or remove threats to a client's maintaining participation in treatment and/or recovery such as transportation or child care.

6.1.1.1. Enhanced services include only direct services to the client such as providing transportation to treatment appointments or providing childcare while a client attends a treatment appointment.

6.1.1.2. Enhanced services do not include indirect costs such as marketing, staff training, or staff travel unless such expenses can be shown to be required in order to provide the enhanced service.

6.1.1.3. Submitting for Department approval, within 30 days from the contract effective date, a list and a description of the direct services that will be provided under Enhanced Services.

6.1.2. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.2.1.3. A MLADC or LADC

6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a

client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall

integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to

resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use

Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. A residential facilities license from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision;

and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is

available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of $75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.

5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:

   a. Total number of clients screened for services

   b. Number of client screened appropriate for services

   c. Number of clients engaging in services who's payer was:

      i. This contract

      ii. New Hampshire Health Protection Plan

      iii. New Hampshire Medicaid

      iv. Medicare

      v. Private Insurance

      vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be

imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure

that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or
2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services

to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1.To pregnant and injecting drug users first.

24.3.10.2.To other pregnant substance users second.

24.3.10.3.To other injecting drug users third.

24.3.10.4.To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to

pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor

remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to

reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Enhanced Services (See Section 6) as follows:

5.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.1.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.1.4.1. Submit separate batches for each billing month.

5.2. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Enhanced Services:

6.1. The Department will reimburse the Contractor for Enhanced Services based on actual activities and services directly provided to the client, as defined in Exhibit A, Section 6.1.1.3

6.2. The Contractor shall be reimbursed up to the amount in Exhibit B-1.

6.3. The Contractor shall submit actual expenses on a Department defined invoice.

6.4. The Contractor shall provide a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.

6.5. The Department will reimburse on allowable expenses, in accordance with applicable state and federal laws and regulations.

6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for enhanced services 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. Invoices must be submitted to:

Financial Manager
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301

7. Payment for Crisis Services to Existing Clients and their Significant Others:

7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

8. Sliding Fee Scale

8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Enhanced Services (See Section 6) as follows:

8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.

8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.

8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.

8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.

8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.

8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.

8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Non Reimbursement for Services
   9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

      9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
      9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
      9.1.3. Services covered by Medicare for clients who are eligible for Medicare.
      9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

   9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.

10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

11. Funding may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep records of their activities related to Department programs and services.

13. 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.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
   15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

15.2.1. Make cash payments to intended recipients of substance abuse services.

15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Intensive Outpatient	$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week ($380),per client
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 per week
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to $72,115, and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Families in Transition

2/26/16
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Families in Transition

2/26/16
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Families in Transition

2/26/16
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

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.

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: Families in Transition

2/26/16
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Families In Transition

2/26/16
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health & Human Services	Families in Transition
The State	Name of the Contractor
Kathleen A Dunn	Maureen Beauregard
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A. Dunn	Maureen Beauregard
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President
Title of Authorized Representative	Title of Authorized Representative
3/2/14	2/26/16
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Families in Transition

2/26/16
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

FORM A

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

1. The DUNS number for your entity is: 825360399

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   - 1.1.1. Ownership;
   - 1.1.2. Physical location;
   - 1.1.3. Name.

   1.2. When there is a new administrator, the following shall apply:
   - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
     - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
     - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
     - 1.2.2.3. Copies of applicable licenses for the new administrator;
   - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
     - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
     - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   - 2.1.1. The facility premises;
   - 2.1.2. All programs and services provided under the contract; and
   - 2.1.3. Any records required by the contract.

   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
   - 3.1.2. Imposing a directed POC upon a contractor;
   - 3.1.3. Suspension of a contract; or
   - 3.1.4. Revocation of a contract.

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;

12.2.4. Fourth section, Discharge Planning:

12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;

12.2.5. Fifth section, Releases of Information/Miscellaneous:

12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

12.2.5.2. Any correspondence pertinent to the client; and

12.2.5.3. Any other information the contractor deems significant.

12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.

12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.

12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.

12.6. All confidential information shall be maintained within a secure storage system at all times as follows:

12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;

12.6.2. All electronic files shall be password protected; and

12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.

12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:

12.6.4.1. For a minimum of 7 years for an adult; and

12.6.4.2. For a minimum of 7 years after age of majority for children.

12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another contractor; or

12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and

19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

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 FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1995. 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 12th day of November A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Dick Anagnost, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition.
(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 Feb 26, 2016:
(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 26 day of February, 2016.
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Dick G A
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 26 day of February, 2016,

By Dick Anagnost.
(Name of Elected Officer of the Agency)

Ruth Syrek
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Commission Expires: _____

FAMIINT-01 MSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/25/2016

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

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

PRODUCER	CONTACT NAME: Stephanie Lamere, CIC
Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	PHONE (A/C, No, Ext): (603) 715-9740 FAX (A/C, No): (603) 225-7935
	E-MAIL ADDRESS: slamere@davistowle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	23850
INSURER B : Wesco Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Families in Transition, Inc.
122 Market St
Manchester, NH 03101

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK1437332	01/01/2016	01/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK1437332	01/01/2016	01/01/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB526626	01/01/2016	01/01/2017	AGGREGATE	$
	DED X RETENTION $ 10,000							$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A		WWC3175845	01/01/2016	01/01/2017	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation 3A State: NH

CERTIFICATE HOLDER

State of New Hampshire, Department of Health and Human Services
129 Pleasant St
Concord, NH

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

Mary Ellen Shell

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Families in Transition
122 Market Street
Manchester, NH 03101
Tel. 603-641-9441
Fax. 603-641-1244

Families
in Transition

Mission

To provide safe and affordable housing and comprehensive social services to individuals and families who are homeless or who are at risk of becoming homeless, enabling them to gain self-sufficiency and respect.

BerryDunn

Families in Transition
Providing a Home Building Hope

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2014
(With Comparative Totals for 2013)

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families in Transition, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2014 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated 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 consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2014, and the consolidated changes in its net assets and its consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2013 consolidated financial statements and, in our report dated March 28, 2014, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2013, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived, adjusted as described in the following paragraph.

Adjustment to Prior Period Summarized Comparative Information

As disclosed in Note 11, the Organization has restated its beginning 2013 consolidated net assets to include a previously unrecognized contribution of property to Housing Benefits, Inc.'s Dover Housing Project.

As part of our audit of the 2014 consolidated financial statements, we audited the adjustment described in Note 11 that was applied to restate beginning 2013 consolidated net assets. In our opinion, such adjustment is appropriate and has been properly applied.

Other Matter

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2014, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 30, 2015

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2014
(With Comparative Totals for December 31, 2013)

ASSETS

	2014	Restated 2013
Current assets		
Cash and cash equivalents	$ 996,035	$ 732,210
Funds held as fiscal agent	75,737	96,380
Accounts receivable	39,983	43,901
Grants receivable	282,810	235,517
Prepaid expenses	54,587	65,440
Reserve cash designated for properties	662,613	646,522
Due from related parties	8,210	9,735
Other current assets	43,779	40,058
Total current assets	2,163,754	1,869,763
Replacement reserves	338,563	299,029
Investments	10,661	8,537
Investment in related entity	1,000	1,000
Property and equipment, net	26,111,906	24,356,363
Development in process	260,947	1,130,431
Other assets, net	145,356	158,624
Total assets	$ 29,032,187	$ 27,823,747

LIABILITIES AND NET ASSETS

Current liabilities		
Current portion of long-term debt	$ 187,323	$ 258,051
Accounts payable	183,579	136,696
Accrued expenses	159,806	102,519
Funds held as fiscal agent	75,737	96,380
Deferred revenue	32,581	6,825
Due to related entity	2,371	-
Security deposits	43,784	40,138
Total current liabilities	685,181	640,609
Long-term debt, less current portion	9,938,952	9,681,352
Total liabilities	10,624,133	10,321,961
Net assets		
Unrestricted - controlling interest	12,197,286	11,014,933
Unrestricted - noncontrolling interest	5,691,054	6,114,912
Total unrestricted	17,888,340	17,129,845
Temporarily restricted	519,714	371,941
Total net assets	18,408,054	17,501,786
Total liabilities and net assets	$ 29,032,187	$ 27,823,747

The accompanying notes are an integral part of these consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Activities

Year Ended December 31, 2014
(With Comparative Totals for the Year Ended December 31, 2013)

	Unrestricted - Controlling Interest	Unrestricted - Noncontrolling Interest	Total Unrestricted	Temporarily Restricted	2014	Restated 2013
Revenue and support						
Federal, state and other grant support	$ 2,585,540	$ -	$ 2,585,540	$ 283,408	**$ 2,868,948**	$ 3,699,199
Rental income, net of vacancies	1,674,741	-	1,674,741	-	**1,674,741**	1,493,303
Thrift store sales	724,911	-	724,911	-	**724,911**	700,667
Public support	116,666	-	116,666	-	**116,666**	90,985
Tax credit revenue	129,067	-	129,067	-	**129,067**	68,400
Special events	134,954	-	134,954	-	**134,954**	176,062
Developer fees	72,000	-	72,000	-	**72,000**	54,000
VISTA program revenue	93,474	-	93,474	-	**93,474**	104,523
Unrealized gains on investments	1,064	-	1,064	-	**1,064**	3,882
Loss on disposal of assets	(3,653)	-	(3,653)	-	**(3,653)**	(24,296)
Interest income	29,536	-	29,536	-	**29,536**	29,263
In-kind donations	25,890	-	25,890	-	**25,890**	25,397
Other income	547,357	-	547,357	-	**547,357**	289,132
Net assets released from restrictions	135,635	-	135,635	(135,635)	-	-
Total revenue and support	6,267,182	-	6,267,182	147,773	**6,414,955**	6,710,517
Expenses						
Program activities						
Housing	4,898,273	-	4,898,273	-	**4,898,273**	4,615,512
Thrift store	576,520	-	576,520	-	**576,520**	570,957
Total program activities	5,474,793	-	5,474,793	-	**5,474,793**	5,186,469
Fundraising	432,998	-	432,998	-	**432,998**	387,803
Management and general	288,623	-	288,623	-	**288,623**	337,187
Total expenses	6,196,414	-	6,196,414	-	**6,196,414**	5,911,459
Contribution of property for long-term purposes	687,760	-	687,760	-	**687,760**	-
Change in net assets	758,528	-	758,528	147,773	**906,301**	799,058
Distributions	-	(33)	(33)	-	**(33)**	-
Change in net assets attributable to noncontrolling interest in subsidiaries	423,825	(423,825)	-	-	-	-
Change in net assets attributable to controlling interest	1,182,353	(423,858)	758,495	147,773	**906,268**	799,058
Net assets, beginning of year, as restated	11,014,933	6,114,912	17,129,845	371,941	**17,501,786**	16,702,728
Net assets, end of year	$ 12,197,286	$ 5,691,054	$ 17,888,340	$ 519,714	**$ 18,408,054**	$ 17,501,786

The accompanying notes are an integral part of these consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2014
(With Comparative Totals for the Year Ended December 31, 2013)

	Program Activities	Fundraising	Management and General	**2014 Total**	2013 Total
Salaries and benefits					
Salaries and wages	$ 1,743,218	$ 233,064	$ 170,914	**$ 2,147,196**	$ 2,004,885
Temporary labor	7,202	-	-	**7,202**	38,656
Employee benefits	239,196	28,093	20,602	**287,891**	225,247
Payroll taxes	138,280	18,922	13,876	**171,078**	174,159
Total salaries and benefits	2,127,896	280,079	205,392	**2,613,367**	2,442,947
Expenses					
Advertising	29,308	-	332	**29,640**	26,407
Amortization	13,268	-	-	**13,268**	13,769
Application and permit fees	2,400	-	-	**2,400**	2,850
Bad debts	15,341	-	-	**15,341**	10,131
Bank charges	10,878	-	3,739	**14,617**	16,723
Consultants	30,333	2,250	-	**32,583**	41,606
Depreciation	849,077	21,192	15,541	**885,810**	849,064
Events	4,194	42,725	-	**46,919**	35,345
General insurance	119,390	8,043	5,899	**133,332**	120,529
Interest expense	179,152	-	-	**179,152**	177,265
Management fees	35,189	-	-	**35,189**	4,511
Meals and entertainment	2,968	590	432	**3,990**	3,973
Membership dues	5,172	932	683	**6,787**	7,324
Office supplies	100,961	16,447	12,061	**129,469**	117,049
Participant expenses	43,958	-	-	**43,958**	44,929
Postage	6,073	1,112	816	**8,001**	11,547
Printing	12,913	2,365	1,735	**17,013**	30,484
Professional fees	108,923	8,520	6,248	**123,691**	96,608
Rental subsidies	251,347	-	-	**251,347**	261,606
Repairs and maintenance	385,885	10,674	7,828	**404,387**	382,228
Staff development	8,792	1,782	1,307	**11,881**	11,776
Taxes	263,719	-	-	**263,719**	245,422
Technology support	44,546	8,617	6,319	**59,482**	58,676
Telephone	52,510	7,817	5,732	**66,059**	64,532
Travel	43,862	7,450	5,463	**56,775**	52,358
Utilities	403,942	4,462	3,272	**411,676**	374,781
VISTA program	264,623	-	-	**264,623**	345,979
Workers' compensation	58,173	7,941	5,824	**71,938**	61,040
Total expenses	$ 5,474,793	$ 432,998	$ 288,623	**$ 6,196,414**	$ 5,911,459

The accompanying notes are an integral part of these consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Year Ended December 31, 2014
(With Comparative Totals for the Year Ended December 31, 2013)

	2014	2013
Cash flows from operating activities		
Change in net assets	$ 906,301	$ 799,058
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	899,078	862,833
Contribution of property for long-term purposes	(687,760)	-
Grants revenue for long-term purposes	-	(1,184,206)
Forgiveness of debt	(131,267)	(131,267)
Unrealized gains on investments	(1,064)	(3,882)
Loss on asset disposal	3,653	24,296
Decrease (increase) in:		
Accounts receivable	3,918	(21,025)
Grants receivable	(53,293)	(115,204)
Prepaid expenses	10,853	9,620
Due from related parties	1,525	(1,623)
Other current assets	(3,721)	(11,801)
Increase (decrease) in:		
Accounts payable	46,883	44,764
Accrued expenses	57,287	(1,573)
Deferred revenue	25,756	3,158
Due to related party	2,371	-
Security deposits	3,646	11,888
Net cash provided by operating activities	1,084,166	285,036
Cash flows from investing activities		
Net withdrawals from (deposits to) reserve accounts	14,242	(11,387)
Purchases of investments	(1,060)	-
Investment in development in process	(550,717)	(1,104,891)
Acquisition of property and equipment	(113,629)	(132,294)
Net cash used by investing activities	(651,164)	(1,248,572)
Cash flows from financing activities		
Grants received for long-term purposes	-	1,184,206
Partner distributions	(33)	-
Proceeds from borrowing long-term debt	-	45,701
Payments of long-term debt	(169,144)	(164,230)
Net cash (used) provided by financing activities	(169,177)	1,065,677
Increase in cash and cash equivalents	263,825	102,141
Cash and cash equivalents, beginning of year	732,210	630,069
Cash and cash equivalents, end of year	$ 996,035	$ 732,210
Supplemental disclosure		
Acquisition of property and equipment through long-term borrowings	$ 430,000	$ -
Acquisition of development in process through long-term borrowings	$ 63,283	$ -
Property and equipment transferred from development in process	$ 1,483,484	$ -

The accompanying notes are an integral part of these consolidated financial statements.

Organization

Families in Transition, Inc. (FIT or the Organization) is a New Hampshire nonprofit, incorporated on May 13, 1994, to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire, including Manchester, Concord and Dover.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization is the sole general partner. These limited partnerships include Millyard Families II Limited Partnership (Millyard II), located on Market Street in Manchester, New Hampshire; Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

In 2008, the Organization created a Community Development Housing Organization, Housing Benefits, Inc. (Housing Benefits). Housing Benefits identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Streets, Lowell Street, Belmont Street, and Market Street (Millyard Families I), in Manchester, New Hampshire as well as an additional housing unit located on Central Avenue in Dover, New Hampshire. An additional housing unit became operational in 2014, located on Hayward Street in Manchester, New Hampshire.

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family OutFITters, LLC (OutFITters), a limited liability corporation. OutFITters operates independent thrift stores in Concord and Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization.

The Limited Partnerships, Housing Benefits, MEH and OutFITters constitute the subsidiaries of the Organization.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness, a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy". The activity of this entity is not deemed material and has not been included in the consolidated financial statements.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The Organization has several wholly-owned corporations which include Brick Mill House Families II, Inc. (Brick Mill), Bicentennial Families Concord, Inc. (Bicentennial Families), Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Brick Mill is general partner of Millyard II, Bicentennial Families is general partner of Bicentennial, Family Mill is general partner of Family Bridge and Big Shady Tree is general partner of Family Willows.

Since the General Partners have control in the Limited Partnerships, in accordance with Financial Accounting Standards Board *Accounting Standards Codification* Topic 810-20-25, *Consolidation*, each of the Limited Partnerships' financial statements are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statements of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, the General Partners, Housing Benefits, MEH and OutFITters. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2013 consolidated financial statements, from which the summarized information was derived.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor imposed restrictions.

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The donors of these assets permit the Organization to use all or part of the income earned on related contributions for general or specific purposes. The Organization had no permanently restricted net assets as of December 31, 2014 and 2013.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Restricted deposits are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than $1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

Volunteer Services (unaudited)

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2014 and 2013, is approximately $810,000 and $780,000, respectively.

Functional Expense Allocation

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

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2014 and 2013, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as a partnership, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

Reclassification

Certain amounts in the 2013 financial statements have been reclassified to conform to the current year's presentation.

2. Property and Equipment

Property and equipment consisted of the following:

	2014	2013
Land	$ 3,112,699	$ 2,304,135
Land improvements	595,300	502,948
Buildings and improvements	27,743,643	26,035,016
Furniture and fixtures	496,456	503,087
Equipment	336,464	372,668
Vehicles	214,065	214,065
	32,498,627	29,931,919
Less: accumulated depreciation	6,386,721	5,575,556
Property and equipment, net	$ 26,111,906	$ 24,356,363

During 2012, the Organization began the development of the Hayward Street Permanent Supportive Housing Program (Hayward St. Program) through funding received by Housing Benefits from the U.S. Department of Housing and Urban Development, passed through the City of Manchester, New Hampshire, known as Neighborhood Stabilization Program grants. The funds were used to purchase a vacant lot in Manchester, New Hampshire and to construct a building used to provide housing and supportive services to individuals and families who are homeless. The facility contains four 2-bedroom apartments and two 1-bedroom apartments. In addition, tenants receive comprehensive supportive services designed to ensure long-term stability and wellness. At December 31, 2013, the Organization had incurred costs of approximately $1.1 million presented in the Organization's consolidated statement of financial position as development in process.

At December 31, 2014, the Organization had invested approximately $1.5 million in the Hayward St. Program. On March 1, 2014, the Hayward St. Program was placed into service and the assets were transferred from development in process and at December 31, 2014 are presented in the Organization's consolidated statement of financial position in property and equipment, net.

In June 2014, land located at Spruce Street and Massabesic Street in Manchester, New Hampshire, was donated to FIT from the City of Manchester. This land will be used to be developed into the Hollow's Community Garden and Learning Center. The project is intended to improve the quality of life of at-risk children and families by providing immediate hunger relief, expanding food access and delivering hands-on educational experiences.

In September 2014, a three-family building and land located on Spruce Street in Manchester, New Hampshire, was donated to FIT from the City of Manchester. The property was transferred from FIT to Housing Benefits. Housing Benefits intends to rehabilitate the project into rental housing for low-income households. All construction will incorporate energy efficiencies to the maximum extent possible to reduce operating costs and ensure long-term affordability.

3. Development in Process

In 2014, the Organization began the pre-construction phase on its Family Place Resource Center and Shelter through funding received from New Hampshire Housing Finance Authority (NHHFA), Community Development Finance Authority funds and donations. The facility will house a new and expanded family shelter as well as a comprehensive resource center designed to meet the needs of homeless families and children. The shelter will consist of 12 emergency housing units for families in immediate need of shelter. The services include, but are not limited to, centralized assessment and referral, hot meals, access to an onsite food pantry, onsite medical care and therapeutic preschool programming for children. The project is expected to cost approximately $1.8 million and is expected to be completed in 2015. At December 31, 2014, the Organization had invested approximately $200,000 in the facility.

4. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of $100,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance or activity as of and for the years ended December 31, 2014 and 2013.

5. Long-term Debt

Long-term debt consisted of the following:

	2014	2013
A mortgage loan payable to NHHFA in monthly payments of $680, including interest at 1% and an escrow of $289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	$ **67,613**	$ 71,011
A note payable to NHHFA. The note is non-interest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	**157,283**	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of $990, including interest at 6.25%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019.	**132,207**	136,628
A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of $525 at 1% annual interest rate. The loan is due and payable in February 2017.	**13,492**	19,621

A mortgage loan payable to TD Bank, N.A. in monthly payments of $1,359, including interest at 7.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	**100,050**	108,818
A mortgage loan payable to RBS Citizens Bank in monthly payments of $2,126, including interest at 4.93%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	**250,676**	258,443
Non-interest bearing note payable to the City of Manchester, New Hampshire, payable in annual installments of $1,977. The loan was paid in October 2014.	**-**	1,977
A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of $1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	**164,904**	170,083
A non-interest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 27, 2033. This is non-recourse.	**102,647**	102,647
A non-interest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 27, 2033. This note is non-recourse and is subordinate to the $102,647 note payable.	**337,720**	337,720
A non-interest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full May 27, 2033.	**260,000**	260,000
A non-interest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is non-recourse.	**461,696**	462,309
A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of $1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on April 1, 2032.	**268,758**	279,885

A non-interest bearing note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow. In any year where the Debt Coverage Ratio exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is non-recourse.	**226,725**	227,521
A non-interest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. All unpaid amounts are due and payable in full on December 31, 2031. This note is non-recourse.	**250,000**	250,000
A mortgage note payable by Millyard Families I to the City of Manchester Community Improvement Program, collateralized by real estate. The note is non-interest bearing and is due and payable in January 2027.	**230,000**	230,000
A second mortgage note payable by Millyard Families I to the NHCLF, collateralized by real estate. Monthly payments of $1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	**93,604**	105,058
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	**850,000**	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of $3,953 include principal and interest at 7.71%. The note is payable in full in October 27, 2023 and is guaranteed by FIT and Family Mill.	**483,093**	492,270
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is non-interest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is non-recourse.	**600,000**	600,000

A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	**598,957**	598,957
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is non-interest bearing and has an annual payment of $9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is non-recourse.	**127,272**	136,363
A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of $1,882 include principal and interest at 3.25%, based on the prime rate capped at 6%. The note is payable in full on October 14, 2033 and is guaranteed by FIT and Big Shady Tree.	**312,442**	324,506
A mortgage note payable by School & Third Street to NHHFA, collateralized by real estate and personal property. Monthly payments of $2,774 include principal and interest at 8% per annum. The note is due April 1, 2021.	**163,281**	182,653
A second mortgage note payable by School & Third Street to NHCLF, collateralized by real estate and personal property. The note bears no interest and monthly payments of $2,774 will commence on April 15, 2021 and continue until maturity in September 15, 2039.	**617,613**	617,613
A mortgage note payable by Belmont Street to NHHFA, collateralized by real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	**419,370**	433,000
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of $3,158 include principal and interest at 6.25% per annum. The note will be paid in full in September 2031.	**392,864**	405,761
A mortgage note payable from Lowell Street to NHHFA, collateralized by real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	**44,312**	59,157

A second, non-interest bearing, mortgage note payable from Lowell Street to the City of Manchester, New Hampshire, collateralized by real estate. Annual payments equal to the greater of 25% of new cash flow or $4,000 commenced in October 2012 and will continue until the maturity date in June 2041.	**180,864**	188,287
A non-interest promissory note payable from Lowell Street to NHHFA collateralized by a mortgage and security agreement on real estate. The note will be forgiven 1/15th annually over the low-income housing tax credit compliance period. During 2014 and 2013, $131,267 was recognized as other income in the consolidated statement of activities.	**1,509,565**	1,640,832
A mortgage note payable from Dover to NHHFA, collateralized by the real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	**221,428**	225,000
A non-interest mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce St. The note has a borrowing limit of $500,000. As costs are incurred Housing Benefits will be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow or $5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.	**63,283**	-
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of $1,921 include principal and interest at 3.41%. The note is due in full by April 2019.	**424,556**	-
	10,126,275	9,939,403
Less current portion	**187,323**	258,051
	$ 9,938,952	$ 9,681,352

Principal maturities of the above notes over the next five years and thereafter are as follows:

2015	$ 187,323
2016	141,655
2017	143,682
2018	149,749
2019	645,646
Thereafter	8,858,220
	$ 10,126,275

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

Temporarily restricted net assets are restricted for the following purposes:

	2014	2013
The Family Place - services	$ 53,672	$ 50,888
The Family Place - development	241,000	177,000
Research and training	26,333	19,551
Scholarships and tutoring	4,375	6,879
VISTA program	38,511	54,484
Housing programs	4,750	2,700
Direct care for clients	79,851	35,439
Community Gardens	71,222	-
Grant receivable - time restricted	-	25,000
	$ 519,714	$ 371,941

7. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

8. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed $31,138 and $32,692 during the years ended December 31, 2014 and 2013, respectively.

9. Housing Action New Hampshire

In 2011, the Organization entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. The Organization maintains the books and financial records for HANH in accordance with U.S. GAAP. HANH funds are presented in the Organization's consolidated statement of financial position as funds held as fiscal agent.

10. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows as of December 31:

Limited Partner	Property	2014	2013
Community Capital 2000	Millyard II	$ 1,000,929	$ 1,080,482
New Hampshire Housing Equity Fund, Inc.	Bicentennial	352,882	382,492
JP Morgan Chase	Bicentennial	352,985	382,589
BCCC, Inc.	Family Bridge	10	10
Boston Capital Corporate	Family Bridge	1,660,467	1,853,769
BCCC, Inc.	Family Willows	10	10
Boston Capital Midway	Family Willows	2,323,771	2,415,560
		$ 5,691,054	$ 6,114,912

11. Restatement of January 1, 2013 Net Assets

The beginning 2013 unrestricted net assets has been restated to properly reflect property contributed to Housing Benefit's Dover Housing Project in a prior year. The effect of the restatement is as follows:

Unrestricted net assets - controlling interest, January 1, 2013 (as previously stated)	$ 9,551,445
Amount of restatement to include property contributed in 2012	280,700
Unrestricted net assets - controlling interest, January 1, 2013 (restated)	9,832,145
Unrestricted net assets - noncontrolling interest, January 1, 2013	6,652,776
Temporarily restricted net assets, January 1, 2013	217,807
Total net assets, January 1, 2013 (restated)	$ 16,702,728

The restatement had no effect on the previously reported change in net assets for 2013.

12. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 30, 2015, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements

SUPPLEMENTARY INFORMATION

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Financial Position

December 31, 2014

ASSETS

	Families In Transition Unrestricted	Limited Partnerships	Housing Benefits	Family OutFITters	Manchester Emergency Housing	Families in Transition Temporarily Restricted	Eliminations	Total
Current assets								
Cash and cash equivalents	$ 230,524	$ 68,581	$ 44,897	$ 124,642	$ 7,677	$ 519,714	$ -	$ 996,035
Funds held as fiscal agent	75,737	-	-	-	-	-	-	75,737
Accounts receivable	117,456	14,010	6,176	-	-	-	(97,659)	39,983
Grants receivable	275,758	-	4,058	-	2,994	-	-	282,810
Prepaid expenses	9,197	26,215	14,717	1,278	3,180	-	-	54,587
Accrued interest receivable on related party note	746,158	-	-	-	-	-	(746,158)	-
Reserve cash designated for properties	2,871	382,705	277,037	-	-	-	-	662,613
Due from related party	220,321	-	66,759	97,595	4,896	-	(381,361)	8,210
Other current assets	10,516	20,025	13,238	-	-	-	-	43,779
Total current assets	1,688,538	511,536	426,882	223,515	18,747	519,714	(1,225,178)	2,163,754
Replacement reserves	33,113	189,079	116,371	-	-	-	-	338,563
Related party notes receivable	1,725,799	-	-	-	-	-	(1,725,799)	-
Investments	10,661	-	-	-	-	-	-	10,661
Investment in related entities	1,196,347	-	25,051	-	-	-	(1,220,398)	1,000
Property and equipment, net	3,052,217	13,896,792	9,108,993	13,204	40,700	-	-	26,111,906
Development in process	190,815	-	70,132	-	-	-	-	260,947
Other assets, net	-	70,345	75,011	-	-	-	-	145,356
Total assets	$ 7,897,490	$ 14,667,752	$ 9,822,440	$ 236,719	$ 59,447	$ 519,714	$ (4,171,375)	$ 29,032,187

LIABILITIES AND NET ASSETS

Current liabilities								
Current portion of long-term debt	$ 52,971	$ 101,684	$ 32,668	$ -	$ -	$ -	$ -	$ 187,323
Accounts payable	85,751	152,339	34,785	6,421	1,942	-	(97,659)	183,579
Accrued expenses	103,316	595,568	188,252	13,997	4,831	-	(746,158)	159,806
Funds held as fiscal agent	75,737	-	-	-	-	-	-	75,737
Due to related entities	58,385	34,402	190,163	100,782	-	-	(381,361)	2,371
Deferred revenue	30,383	1,340	858	-	-	-	-	32,581
Security deposits	10,516	20,025	13,243	-	-	-	-	43,784
Total current liabilities	417,059	905,358	459,969	121,200	6,773	-	(1,225,178)	685,181
Long-term debt, less current portion	1,485,770	6,268,329	3,910,652	-	-	-	(1,725,799)	9,938,952
Total liabilities	1,902,829	7,173,687	4,370,621	121,200	6,773	-	(2,950,977)	10,624,133
Net assets								
Unrestricted - controlling interest	5,994,661	1,803,011	5,451,819	115,519	52,674	-	(1,220,398)	12,197,286
Unrestricted - noncontrolling interest	-	5,691,054	-	-	-	-	-	5,691,054
Total unrestricted	5,994,661	7,494,065	5,451,819	115,519	52,674	-	(1,220,398)	17,888,340
Temporarily restricted	-	-	-	-	-	519,714	-	519,714
Total net assets	5,994,661	7,494,065	5,451,819	115,519	52,674	519,714	(1,220,398)	18,408,054
Total liabilities and net assets	$ 7,897,490	$ 14,667,752	$ 9,822,440	$ 236,719	$ 59,447	$ 519,714	$ (4,171,375)	$ 29,032,187

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2014

	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFITters	Manchester Emergency Housing	Eliminations	Unrestricted Total	Temporarily Restricted	Total
Revenue and support									
Federal, state and other grant support	$ 2,169,710	$ 64,807	$ 506,734	$ -	$ 159,186	$ (314,897)	$ 2,585,540	$ 283,408	$ 2,868,948
Rental income, net of vacancies	295,911	965,137	490,308	-	2,260	(78,875)	1,674,741	-	1,674,741
Thrift store sales	-	-	-	724,911	-	-	724,911	-	724,911
Public support	113,645	-	-	3,021	-	-	116,666	-	116,666
Tax credit revenue	129,067	-	-	-	-	-	129,067	-	129,067
Special events	134,354	-	-	600	-	-	134,954	-	134,954
Property management fees	570,336	-	-	-	-	(570,336)	-	-	-
Developer fees	72,000	-	-	-	-	-	72,000	-	72,000
VISTA program revenue	93,474	-	-	-	-	-	93,474	-	93,474
Unrealized gains on investments	1,064	-	-	-	-	-	1,064	-	1,064
Loss on disposal of assets	-	(3,653)	-	-	-	-	(3,653)	-	(3,653)
Interest income	96,758	438	110	-	-	(67,770)	29,536	-	29,536
In-kind donations	24,040	-	1,850	-	-	-	25,890	-	25,890
Other income	367,656	22,249	157,737	4,295	1,420	(6,000)	547,357	-	547,357
Net assets released from restrictions	135,635	-	-	-	-	-	135,635	(135,635)	-
Total revenue and support	4,203,650	1,048,978	1,156,739	732,827	162,866	(1,037,878)	6,267,182	147,773	6,414,955
Expenses									
Program activities	3,261,921	1,472,843	1,060,320	699,216	165,765	(1,185,272)	5,474,793	-	5,474,793
Fundraising	432,998	-	-	-	-	-	432,998	-	432,998
Management and general	411,429	-	-	-	-	(122,806)	288,623	-	288,623
Total expenses	4,106,348	1,472,843	1,060,320	699,216	165,765	(1,308,078)	6,196,414	-	6,196,414
Excess (deficiency) of revenue and support over expenses	97,302	(423,865)	96,419	33,611	(2,899)	270,200	70,768	147,773	218,541
Contribution for long-term purposes	687,760	-	216,200	-	-	(216,200)	687,760	-	687,760
Change in net assets	$ 785,062	$ (423,865)	$ 312,619	$ 33,611	$ (2,899)	$ 54,000	$ 758,528	$ 147,773	$ 906,301

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Functional Expenses

Year Ended December 31, 2014

	Program Activities								
	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFITters	Manchester Emergency Housing	Program Activities Total	Fundraising	Management and General	Eliminations	Total
Salaries and benefits										
Salaries and wages	$ 1,149,785	$ -	$ 153,510	$ 347,826	$ 92,097	$ 1,743,218	$ 233,064	$ 170,914	$ -	$ 2,147,196
Temporary labor	-	-	-	5,777	1,425	7,202	-	-	-	7,202
Employee benefits	138,593	-	35,542	51,750	13,311	239,196	28,093	20,602	-	287,891
Payroll taxes	93,347	-	10,554	27,714	6,665	138,280	18,922	13,876	-	171,078
Total salaries and benefits	1,381,725	-	199,606	433,067	113,498	2,127,896	280,079	205,392	-	2,613,367
Advertising	6,316	-	-	22,992	-	29,308	-	332	-	29,640
Amortization	-	6,744	6,524	-	-	13,268	-	-	-	13,268
Application and permit fees	-	960	1,440	-	-	2,400	-	-	-	2,400
Bad debts	-	4,470	10,871	-	-	15,341	-	-	-	15,341
Bank charges	-	645	96	10,137	-	10,878	-	3,739	-	14,617
Consultants	24,045	-	3,864	1,322	1,102	30,333	2,250	-	-	32,583
Depreciation	104,545	483,500	254,034	2,214	4,784	849,077	21,192	15,541	-	885,810
Events	-	-	1,262	2,932	-	4,194	42,725	-	-	46,919
General insurance	39,681	40,629	28,943	4,331	5,806	119,390	8,043	5,899	-	133,332
Interest expense	67,717	135,176	44,029	-	-	246,922	-	-	(67,770)	179,152
Management fees	84,156	241,973	243,976	-	15,420	585,525	-	-	(550,336)	35,189
Meals and entertainment	2,908	-	-	-	60	2,968	590	432	-	3,990
Membership dues	4,597	-	-	575	-	5,172	932	683	-	6,787
Office supplies	81,137	4,457	6,190	9,057	120	100,961	16,447	12,061	-	129,469
Participant expenses	42,340	-	1,193	150	275	43,958	-	-	-	43,958
Postage	5,487	-	-	586	-	6,073	1,112	816	-	8,001
Printing	11,669	-	-	437	807	12,913	2,365	1,735	-	17,013
Professional fees	42,032	28,890	32,001	6,000	-	108,923	8,520	6,248	-	123,691
Related entity expenditures	559,793	-	(135,323)	60,000	-	484,470	-	106,627	(591,097)	-
Rent	-	-	-	62,696	-	62,696	-	16,179	(78,875)	-
Rental subsidies	251,347	-	-	-	-	251,347	-	-	-	251,347
Repairs and maintenance	52,659	171,739	141,865	31,065	8,557	405,885	10,674	7,828	(20,000)	404,387
Staff development	8,792	-	-	-	-	8,792	1,782	1,307	-	11,881
Taxes	49,504	119,994	91,364	2,857	-	263,719	-	-	-	263,719
Technology support	42,508	788	125	1,125	-	44,546	8,617	6,319	-	59,482
Telephone	38,561	744	5,301	5,443	2,461	52,510	7,817	5,732	-	66,059
Travel	36,753	-	-	7,089	20	43,862	7,450	5,463	-	56,775
Utilities	22,010	229,974	115,679	27,621	8,658	403,942	4,462	3,272	-	411,676
VISTA program	262,463	2,160	-	-	-	264,623	-	-	-	264,623
Workers' compensation	39,176	-	7,280	7,520	4,197	58,173	7,941	5,824	-	71,938
Total expenses	$ 3,261,921	$ 1,472,843	$ 1,060,320	$ 699,216	$ 165,765	$ 6,660,065	$ 432,998	$ 411,429	$ (1,308,078)	$ 6,196,414

Families in Transition
Board of Directors

Families
in Transition
Providing a Home. Building Hope.

FAMILIES IN TRANSITION

Board of Directors

Dick Anagnost, Chairperson
President, Anagnost Companies
Board member since 2007

Charla Bizios Stevens, Vice Chairperson
Director, Litigation Department and Chair of Employment Law Practice Group
McLane, Graf, Raulerson & Middleton, P.A.
Board member since 2013

Robert Bartley, Treasurer
President, CPA, CFP, Bartley Financial Advisor
Board member since 2015

Colleen Cone, Secretary
VP, Talent & Culture, DYN
Board member since 2014

Susan Grodman,
Director of Enrollment & Global Program, The Derryfield School
Board member since 2007

Trevor Arp,
VP of Product Management, Comcast
Board member since 2008

Rev. Gayle Murphy
Reverend, Northwood Congregational Church, UCC
Board member since 2008

Eric Demaree
President, Carpet One Floor & Home Division, CCA Global Partners
Board member since 2012

Tracie Sponenberg
Senior Vice President Human Resources, The Granite Group
Board member since 2013

Rev. 12/29/2015 PH

Alison Hutcheson
Manager of Sales, Merchants Fleet Management
Board member since 2014

Kristy Merrill
Chief of Staff, New Hampshire Senate
Board member since 2014

Angela M. Whitcher
Assistant Vice President, Relationship Management, Lincoln Financial Group
Board member since 2014

Kitten Stearns
Realtor, Coldwell Banker Residential Brokerage
Board member since 2014

Sedra Michaelson
Strategic Account Manager, CCH, a Wolters Kluwer Business
Board member since 2015

Peter Mennis
VP of the NH Commercial Banking Division, NBT Bank
Board member since 2015

Mary Ann Aldrich
Director of Clinical Operations, Dartmouth-Hitchcock Manchester
Board member since 2015

Alex Anagnost
Director of Philanthropy/Project Manager, Anagnost Companies
Board member since 2015

Kriss Blevens
Owner, Kriss Cosmetics
Board member since 2015

Kelly Mulholland
Senior Vice President, Business Banking Director, Citizens Bank
Board member since 2016

Jennifer Mellor

Objective

A position in the mental health field where I can utilize proven people-oriented skills to develop and promote a positive work environment.

Education

Seacoast Career Schools — Manchester, NH — 2013
Medical Assistant

Londonderry High School — Londonderry, NH — 2012
General Studies, GED

Granite State College — Manchester, NH — Present
Psychology
Dean's List

Professional Skills/Qualifications

- Spring Charts
- Electronic Health Records Certification
- Medisoft
- EKG/ AED
- Phlebotomy
- Immunizations
- Taking Vitals
- Injections
- Clinical Procedures
- Urinalysis
- Pharmacology
- Medical Terminology
- First Aid/ CPR Certified
- Patient History & Education

Employment History

Families in Transition — 10/15-present
Program Support Staff

- Transport clients to and from program.
- Keep records on individual children, including daily observations.
- Read to children, and teach them simple painting, drawing, handicrafts, and songs.

Angie's Homeless Shelter, Manchester, NH — 10/13-Present
Residential Advisor

- Enforce rules and regulations to ensure the smooth and orderly operation of homeless shelter.
- Provide emergency first aid and summon medical assistance when necessary.
- Mediate interpersonal problems between residents.
- Make regular rounds to ensure that residents and areas are safe and secure.
- Observe residents to detect and report unusual behavior.
- Communicate with Case Manager and other staff to resolve problems with individual residents.

Westside Neighborhood Health Center — Manchester, NH — 2013
Medical Assistant (student internship)

- Scheduled appointments and document patient medical histories
- Obtained vital signs and assisted physician during examinations, treatments and minor office procedures.
- Prepared and administered medications.
- Assisted patients from diverse cultural backgrounds.

Megan Beard — Weare, NH — 2011- 2013
Daycare Provider

- Plan and execute activities to meet the physical, emotional, academic and social needs of the children.
- Make sure equipment and the facility are clean, well maintained and protected at all times.
- Develop activities that bring in math and literacy concepts.

KAREN L. FRARIE, LICSW, MLADC

EDUCATION

Master of Social Work, 2010
University of New Hampshire, Durham, NH

Bachelor of Science, Behavioral Science, 1999
University of New Hampshire, Durham, NH

CLINICAL EXPERIENCE

Therapist, Intensive Outpatient Program, Substance Use Treatment Program
FAMILIES IN TRANSITION FAMILY WILLOWS RECOVERY PROGRAM, Manchester, NH
October, 2013 - current

Provide individual and group counseling, assessments, treatment planning, and crisis intervention for clients participating in a co-occurring intensive outpatient program for women. Collaborate with interdisciplinary team members and community members. Participate in individual supervision and facilitate clinical group supervision. Facilitate appropriate community referrals. Maintain complete and accurate clinical documentation using electronic medical records. Provide clinical supervision for graduate level social work interns.

Therapist, Adult Services Program
COMMUNITY PARTNERS, Rochester, NH, December 2010 - September, 2013

Provide full range of therapeutic services, interventions, and treatment planning for individual clients ranging in age from 18-70. Responsible for assessments, diagnosis, resource referral, advocacy, and crisis intervention. Collaborate with interdisciplinary team and community members. Participate in individual and group clinical supervision. Coordinate appropriate community-based referrals. Maintain complete and accurate clinical documentation using electronic medical records.

Therapist, University Counseling Center (temporary, fee-for-service, position)
UNIVERSITY OF NEW HAMPSHIRE, Durham, NH, March - May, 2013 (temporary position)

Provided psychosocial assessments, clinical therapeutic services, interventions, and treatment planning for undergraduate and graduate university students, ranging in age from 17-25. Maintained ethical and appropriate clinical documentation utilizing an electronic documentation system. Planned and facilitated appropriate resource referrals. Collaborated with multidisciplinary team members. Participated in individual clinical supervision.

Therapist, Youth and Family Services; Adult Services Program, Advanced Clinical Internship
COMMUNITY PARTNERS, Dover, NH, 2009 - 2010

Provided individual and family therapy for clients participating in the Youth and Family Services program. Provided therapeutic services for adults ranging in age from 18-70 in the Adult Outpatient Program. Provided clinical assessments, diagnosis, and treatment planning. Coordinated appropriate community-based referrals. Maintained complete and accurate clinical documentation using electronic medical records. Collaborated with interdisciplinary team members. Participated in individual and group clinical supervision.

Medical Social Worker, Clinical Internship
CONCORD REGIONAL VNA & HOSPICE, Concord, NH, 2007 - 2008

Provided supportive counseling for terminally ill clients and their families at an inpatient hospice house and in a community-based environment. Provided follow-up grief and bereavement outreach and counseling. Planned and facilitated a bereavement support group. Completed bio-psycho-social assessments. Case management to coordinate financial, resource, funeral and discharge planning. Developed a suicide awareness training program for hospice staff and volunteers. Participated in community outreach presentations. Participated in interdisciplinary team meetings, monthly in-service training seminars, and individual and group supervision.

ADMINISTRATIVE AND TEACHING EXPERIENCE

Adjunct Faculty, SW 880, SW 881, SW 982: Graduate Social Work Field Seminars
UNIVERSITY OF NEW HAMPSHIRE, Department of Social Work, August 2011 - current

Develop, coordinate, implement, and facilitate weekly lectures, assignments, and classroom exercises for first and second year MSW graduate students. Evaluate, review, and provide written feedback on all student assignments (process recordings, journals, academic papers).

Administrative Assistant III
UNIVERSITY OF NEW HAMPSHIRE, Department of Social Work, August 1994 - current

Coordinate the administrative functioning and support of an academic department comprised of seventeen faculty members and over one hundred undergraduate and graduate students at a public university. Collaborate with various academic and administrative departments to coordinate academic course scheduling. Coordinate and participate in social work continuing education programs. Facilitate appropriate referrals for community and university members. Evaluate and review admissions applications for potential MSW students. Problem-solve, coach, advise and support faculty, administrators and students. Hire, train, supervise and evaluate student office assistants.

Assistant MSW Field Coordinator (Interim position)
UNIVERSITY OF NEW HAMPSHIRE, Department of Social Work, January–August 2011

Collaborated with state-wide community agencies to develop educational field internship settings for first year graduate social work students. Coordinated and facilitated the placement of 42 first year MSW students in appropriate field education settings. Coordinated and facilitated the placement of 5 dual degree (MSW and Kinesiology/Outdoor Education) students in appropriate field education settings. Reviewed field applications and student resumes to identify appropriate learning needs. Facilitated the development of professional resumes and interviewing techniques for graduate student applicants.

LICENSE AND PROFESSIONAL MEMBERSHIPS

Licensed Independent Clinical Social Worker,
License #1813, expiration: 11/06/2016
State of New Hampshire, Board of Mental Health Practice

Licensed Certified Social Worker (LCSW), Commonwealth of Massachusetts,
License number: 218854

Licensed Master Alcohol and Drug Counselor,
License # 0945, expiration date 02/12/17
Board of Licensing for Alcohol & Other Drug Use Professionals,
State of New Hampshire

National Association of Social Workers,
Membership number: 886469644

The National Association for Addiction Professionals (NAADAC),
Membership number: 128532

Mary Curtis

History

The Provider Enterprise Inc
PO Box 172
Fremont, NH 03044
(603)-895-9664
Supervisor: Lisa Dube
Time at job: September 2003 - June 2013
Job: Bus Driver, Monitor

STS Transportation
963 Hanover St.
Manchester NH 03104
(603)-935-7808
Supervisor: Moreen Lovering
Time at job: August 2000 - June 2003
Job: Bus Driver

Derry Headstart
Hamstead Rd.
Derry NH 03038
(Business moved from address listed)
Time at job: September 1984 - June 1998
Job: Bus Driver, Group Trip Supervisor, Volunteer

Licenses

NH State Drivers License Exp. 2015, Held since 1974
NH State SBC - Exp. 2015, Held Since 2000

started work for Families in transition in the year of Aug 2013 to present

References

Cheryl Tremble
603-486-8776
Hooksett, NH
Friend/Co- Worker
7 years

Charleen Blackman
603-341-0096
Hooksett, NH
Co-Worker
8 years

Pam Applebee
1(802)-249-3125
Island Pond, VT
Friend
36 years

Meghan E. Shea

OBJECTIVE

Utilize the skills have I attained from my academic and professional training to secure a position providing therapeutic services to individuals and families in need.

EDUCATION

Licensed Independent Clinical Social Worker **October 2012**

Master Licensed Alcohol and Drug Counselor **September 2010**

Master of Social Work, University of New Hampshire **May 2010**

- Graduate May 2010 with an MSW from the Advanced Standing Program
- Special topic course include: Individual and Family Therapy

Bachelor of Art, Social Work, University of New Hampshire **May 2006**

- GPA 3.37 – cum laude
- Special topic courses include: Numerous courses on Substance Use and Family Therapy

WORK EXPERIENCE

Program Manager
Families in Transition: Family Willows Substance Use and Trauma Treatment Center
August 2013 to Present

- Provide clinical oversight of intensive outpatient program staff.
- Management of quality treatment and outcomes
- Oversight of electronic health record and appropriate documentation
- Maintain ethical and confidential programming
- Oversight of program revenue and marketing for treatment program
- Provide clinical supervision to clinical and program staff.
- Transition program from grant funded to third party billing.

Therapist
Bedford Family Therapy **January 2013 to Present**

- Provide individual, couples and family therapy utilizing models and best practices.
- Participate in weekly clinical staff meetings to address issues and collaborate regarding mutual clients.
- Facilitate alcohol and drug assessments.

Clinician **May 2010 to Present**
Families in Transition: Family Willows Substance Abuse and Trauma Treatment Center

- Provide individual therapy utilizing models and best practices.
- Facilitate daily therapeutic groups in an Intensive Outpatient Program utilizing the Seeking Safety Curriculum, Living in Balance, Dialectical Behavioral Therapy, TCU mapping and the Matrix Model.
- Participate in weekly clinical staff team meetings and weekly LADC peer group to address issues and collaborate regarding mutual participants.
- Facilitate therapeutic assessment and alcohol and drug assessment for incoming participants using the GAIN and ASI assessments.
- Supervisor of associate, bachelor and master level social work and community mental health students.

- Provided appropriate interventions for 24 hour emergency on-call services.
- Facilitate therapeutic assessments

Treatment Coordinator **June 2006 to May 2010**
Families in Transition

- Provided case management and support services to homeless families and individuals
- Facilitated groups on budgeting, organization and self improvement skills
- Researched and coordinated referrals to community agencies
- Provided appropriate interventions for 24 hour emergency on-call services
- Participate in weekly supervision for LADC licensure

MSW Intern **May 2009 to May 2010**
Bedford Counseling – Mental Heath Center of Greater Manchester

- Conduct intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis
- Provide therapeutic intervention services to twenty-two individuals using client specific therapeutic interventions
- Attend therapeutic workshops pertaining to duel-diagnosis, behavioral health and client driven treatment planning

INTERESTS AND ACTIVITIES

NH Providers Association- Board Member **July 2014 -Present**

Participant of the Homeless Health Care Advisory Board **June 2012 – December 2014**

CONNECT Suicide Prevention and Postvention Facilitator **June 2011 – Present**

Volunteer Varsity Field Hockey Coach **August 2002 to 2009**
Manchester Central High School - Manchester, New Hampshire

- Coach high school girls in field hockey skills
- Facilitate group discussions, encourage participation, and instruct field hockey workouts and play strategies

REFERENCES – AVAILABLE UPON REQUEST

Melissa LaPlace

Areas of Specialty:

- NH LADC
- CPI Certified (Crisis Prevention Intervention)
- Substance Abuse & co-occurring disorders
- Domestic Violence/Sexual Assault/Trauma Services
- Group/Individual Therapy Facilitation
- Teamwork/ Communication
- Effective Leadership
- Organization and Documentation Skills
- NH Notary of the Public

Education:

Graduate Program: Community Mental Health — *September 2010- January 2011*
Southern New Hampshire University

Bachelor of Arts in Psychology — *September, 2007 - September, 2010*
University of New Hampshire

University of Nevada, Las Vegas — *August, 2003 - May, 2006*
Major: Psychology

Experience:

Families in Transition-Family Willows — **September 2014- Current**
Intake Coordinator

- Completes LADC evaluations (up to 15 per week) using the DENS ASI at the office and at the Hillsboro Correctional Facility.
- Facilitate Group Therapy for a co-occurring intensive outpatient program that specializes in trauma informed services.
- Treatment Coordination for a designated case load of high risk clients.
- Outreach coordinating with other community agencies by attending city collaboration meetings, college organized events, and NH provider's conferences.
- Completed clinical evaluations with Insurance providers to get prior authorization and concurrent reviews to cover substance use disorder services.

Merrimack River Medical Service — **April 2014-June 2014**
Substance Abuse Clinician

- Intake Services using a biopsychosocial recovery tool to complete assessment and coordinate treatment.
- Caseload of 50+ Patients
- Arranged Guest Dosing and other transition of services with other community and national providers.
- Thorough documentation of all encounters with clients, in addition to reviewing multiple reports regarding treatment progression, evaluations, and the coordination of services.

Habit OPCO — **July 2010-April 2014**
Substance Abuse Clinician

- Responsible for individual counseling for personal caseload of up to 80+ patients.
- Manage/Facilitate multiple (up to 6/weekly) support groups and family counseling sessions.
- Thorough documentation of client's progress during treatment through progress notes, treatment plans; semi- annual evaluations
- Management of client's dosage with intentions to stabilize and progress to an illicit-free life style.

YWCA NH- "Emily's Place"- Confidential Shelter
Substance Abuse Coordinator & Crisis Counselor **January 2010- July 2010**

- Trained as a crisis direct service advocate; have confidentiality as stated in NH statue 173-c; over 725 direct service crisis intervention hours;
- Manage/facilitate specialized group & individual evidence based curriculum & support groups;
- Responsible for all documentation of client's progress while in shelter; social, personal, vocational, and educational development and adjustment.
- Community Liaison in inner city environment for clients to provide a holistic approach to recovery; community partners include; local law enforcement, DCYF and community-12 step programs.
-

NH Department of Corrections- State Prison for Women
Substance Abuse Case Manager **September 2009- January 2010**

- Coordinated and provided evidence-based substance abuse prevention & treatment counseling with incarcerated females;
- Implemented 28 day program to incarcerated females & analyzed pre & post evaluations for successful program measurements & outcomes.
- Provided case management for incarcerated females duties included; intake evaluations, relapse prevention groups, team member of Substance Abuse Services (SAS), coordinated Shea farm (halfway house) re-entry services & created housing manual.

Hillcrest Terrace- Goffstown, NH
Community Events Volunteer **September 2009- May 2009**

- Built and maintained key community relationships with community partners;
- Demonstrated organizational and time management skills;
- Facilitated group & individualized activities for clients.

Bertucci's Italian Restaurant- Manchester, NH
Shift Supervisor, Bartender, Waitress **June 2006- August 2011**

- Exceptional analytical and statistical knowledge using general mathematical skills;
- Train service staff to enhance customer service and increase profits through suggestive selling;

Accomplishments:

- Current NH License Alcohol and Drug Counselor (License Valid until 2/12/17).
- Crisis Prevention Intervention Certified (Certificate Valid until 10/25/16).
- Some Graduate work at Southern New Hampshire University 2010-2011 for the Community Mental Health Program.
- Implemented the "Recovery Zone at Emily's Place- Confidential DV Shelter.
- Women's Leadership Training Institute; "Re-teaching effective leadership to women in recovery."
- Trained in Lethality Assessment Program through Manchester, NH Police Department.
- Attended multiple trainings regarding trauma, co-occurring and substance use disorders.
- Undergraduate Research Conference; 2009.
- Dean's List UNH: 2008, 2009, and 2010.
- 100+ words per minute typing ability
- Worked with multiple computer programs (SMART, WITS, MICROS, QUICKBOOKS)
- Efficient in Microsoft Outlook, Word, Excel, Power point
- NH Notary of the Public (Valid 10/21/2015)

Maureen McMahon, *MBA, MS, LADC* & LADC-I

Highly talented Human Services professional with experience in Program Management, Staff Development and Relationship Building

Human Services professional with a passion for excellence. Demonstrated ability to design and implement operational enhancements to ensure consistency and profitability for the non-profit sector. Dynamic leadership ability to manage and direct personnel in performing key operational functions. Effectively expedite daily operations by nurturing and maintaining strong relationships with clients and all levels of staff. Ability to adapt to culturally diverse environments, display attitude of compassion and commitment to health and well-being. Known for sound judgement, leadership and mentoring skills. Excellent written and verbal skills along with computer skills, problem solving and conflict resolution.

Areas of Expertise

- Training/Mentoring
- Conflict Resolution
- Project Management
- Records Management
- Capacity Building
- Relationship Building
- Regulatory Compliance
- Quality Assurance
- Communication
- Budget Management
- Counseling
- Facilitation

Education

Master's Degree in Business Administration (Human Resource Management) Southern New Hampshire University
Master of Science in Organizational Leadership Southern New Hampshire University
Bachelor of Science in Human Relations Springfield College
Associate's Degree in Psychology New Hampshire Technical Institute
New Hampshire Licensed Alcohol and Drug Counselor

Experience

Management - Clinical Director
- Effectively researched, designed and implemented procedures for document quality and compliance
- Developed training and orientation materials designed to streamline intake procedures for counselors and clients
- Trained and mentored new counselors, ensuring consistent facilitation and counseling practices
- Facilitated individual and group supervision
- Collected available information on social, educational and economic factors to facilitate creation of an optimal treatment plan
- Assisted customers in developing individual treatment plans. Plans included short and long-term goals and strategies to successfully achieve them

Administration
- Developed and maintained proprietary databases for profit and non-profit settings to include demographic information including age, residency, education and economic & financial status
- Reviewed and approved progress notes, treatment plans and assessments
- Acted as Hearing Officer to review client termination and appeals
- Maintained client records according to agency protocol and confidentiality

Counseling

- Met with clients individually and collaboratively to discuss recovery, wellness and relapse prevention
- Effectively managed caseloads of 85 to 95 clients
- Responded to requests from family and outside organizations in a timely manner
- Strive to continuously utilize the latest knowledge in addiction treatment
- Developed treatment plans focused on patient goals; educated patients, families and community members on addiction issues
- Used multi-faceted program delivery to accommodate multiple learning styles in a workshop setting

Work Experience

Clinical Director LADC-I, Pegasus House, Lawrence, MA	Present
LADC, Concord Hospital, Concord, NH	2013-2015
LADC, Habit Opco, Manchester, NH	2011-2013
Counselor/Relationship Specialist, Merrimack River Medical Services, Hudson, NH	2009-2011
Counselor/Relationship Specialist, Colonial Management Group, L.P., Manchester, NH	2007-2009
Legal Assistant, Wiggin & Nourie, Manchester, NH	2005-2006
Legal Administrative Assistant, Cook, Little, Rosenblatt & Manson, L.P., Manchester, NH	2001-2005

Continuing Education

Counseling Techniques • Boundaries and Ethics • DWI Symposium Parts I, II, III • Treatment Planning • Dual Diagnosis Methadone and Prenatal Care • Psychology of an Opiate Addict • Medication Management • Recovery and Resilience • Understanding "Trauma • Addiction as a Chronic Illness • Co-Occurring Recovery • Infection Control • Driver Risk Inventory I, II • HIV Education/IV Use/Prevention • HIV Trends and Treatment

Additional Skills & Qualifications

Notary Public • CPR Certification • Microsoft Office Suite • LexisNexis Research • Carpe Diem • Juris Billing, Accounting & Financial Management

Stephanie Allain Savard, LICSW

Licensure and Education:

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000.
- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.
- Boston University Workshop-Based Trauma Certificate, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

Professional Experience:

Vice-President, Families in Transition, Manchester, NH, 1/97 – Present.

- Oversight of clinical department and all supportive services programming within agency, including case management, therapeutic services, employment & training services, youth programming and specialized programming. Oversee and manage treatment and supportive services for a program capacity of 150+ homeless families and individuals to ensure that consistent and quality clinical services are provided. Oversight of 135+ units of affordable housing to ensure quality and safe housing for all tenants.
- Provide administrative and clinical supervision to all licensed clinicians, masters and bachelor level clinician & case managers. Provide oversight to the Property Administration Department, including management of all funding requirements for each property, including Low Income Housing Tax Credits, HOME, Housing and Urban Development, CDBG, etc.
- Assumes responsibilities and decision-making for agency in the absence of the President. Assist President on personnel issues and in oversight of agency and strategic planning.
- Provide therapeutic services to participants of program, including participation in participant team meetings. Co-facilitate support groups on various issues, including self-esteem, co-dependency, Relational/Cultural Theory, trauma and relationships.
- Families in Transition Board of Directors Programs and Supportive Services Committee Member and assist in Board of Director meetings.
- Member of the Manchester Continuum of Care, 10/00 – Present; Community Awareness Committee Chair 2003/2004; 2006 – Present.

Counselor/Family Service Worker, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.

- Supervised all shifts and summer activity program; Conducted family assessments and counseling.

MSW Clinical Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.

- Provided assessments, individual and group therapy to homeless substance abusers in early recovery.
- Developed a resource manual of services for client referral and assisted in creating a program brochure.

MSW Clinical Caseworker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.

- Provided case management, counseling, and crisis intervention to consumers with psychiatric disabilities in a vocational rehabilitation workshop. Developed and co-facilitated support groups.
- Developed and facilitated a pre-employment program for consumers transitioning into community work.

VISTA Volunteer, Center for Human Services, Seattle, WA, 1992-1993.

- Developed, recruited, and supervised a volunteer program for multiple programs and departments.
- Diversity Committee Member; Assisted in agency fundraising and grant writing; designed and marketed public relation materials; assisted in coordinating Board of Directors and chairing Board committees.

Professional Affiliations and Volunteer Experience:

- Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004 - Present.
- Board of Directors of the NH Coalition to End Homelessness, 12/00 - 2002.

Awards & Professional Memberships:

- National Association of Social Workers, Member 1996-Present; NH Chapter Board of Directors, Vice-President 2006 – Present.
- Union Leader and Business Industry Association "40 Under 40" Leaders of New Hampshire, 2004
- NH Homeless Service Providers Award, Office of Homeless and Housing Services, 2003.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jennifer Mellor	Recovery Support Worker	38,376	100%	38,376
Karen Frarie	Therapist	55,100	100%	55,100
Liz Valente	Therapist	55,100	100%	55,100
Mary Curtis	Bus Driver	5,330	50%	2,665
Meghan Shea	Clinical & Supportive Services Manager	69,670	100%	69,670
Melissa LaPlace	Intake Coordinator	33,500	100%	33,500
Maureen McMahon	Treatment Coordinator	43,000	100%	43,000
Stephanie Savard	COO	131,329	5%	6,566

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-05)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Grafton County Department of Corrections		1.4 Contractor Address 3787 Dartmouth College Highway North Haverhill, NH 03774	
1.5 Contractor Phone Number 603 787-6941	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $95,300.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Julie L Libby		1.12 Name and Title of Contractor Signatory Julie L. Libby County Administrator	

1.13 Acknowledgement: State of NH, County of Grafton

On 3/1/14, 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] Leslie A. Lackie

1.13.2 Name and Title of Notary or Justice of the Peace

Leslie A. Lackie, Notary

1.14 State Agency Signature Kathleen Dunn Date: 3/2/14	1.15 Name and Title of State Agency Signatory Kathleen A. Dunn Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Lafo-Attorney On: 3/7/14

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials jl
Date 3/1/16

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials JL
Date 3/1/16

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JL
Date 3/1/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the incarcerated population in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the incarcerated

population that includes, but not limited to:

3.2.1. Adults

3.2.2. Pregnant women;

3.2.3. Women with dependent children;

3.2.4. Injection drug users;

3.2.5. Individuals with co-occurring substance use and mental health disorders;

3.2.6. Veterans; and/or

3.2.7. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.3. The Contractor shall submit for Department approval, changes to the evidence-based practices in Section 4.2, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the

client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.2.1.3. A MLADC or LADC

6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2)

business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the

time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between

screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider

shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care

provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased

online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any

eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. A residential facilities license from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of

progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve

greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of $75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome	The Contractor will receive an incentive payment of

Performance Criteria	Incentive Payment
Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
   a. Total number of clients screened for services
   b. Number of client screened appropriate for services
   c. Number of clients engaging in services who's payer was:
      i. This contract
      ii. New Hampshire Health Protection Plan
      iii. New Hampshire Medicaid

iv. Medicare

v. Private Insurance

vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated

damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, Block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the

disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and

assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or
2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of

treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive

such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from these treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1. To pregnant and injecting drug users first.

24.3.10.2. To other pregnant substance users second.

24.3.10.3. To other injecting drug users third.

24.3.10.4. To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend Contract funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.15.3. A physician makes a determination that the following

conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Contract funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend Contract funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend Contract funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend Contract to make payments to intended recipients of health services.

24.3.20. The program does not expend Contract funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program uses the funds as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.21.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.21.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
   2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 7, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 7 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 as follows:

5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.4.1. Submit separate batches for each billing month.

5.5. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Crisis Services to Existing Clients and their Significant Others:

6.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

7. Sliding Fee Scale

7.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-as follows:

7.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

7.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.

7.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
7.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
7.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
7.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
7.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
7.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

8. Non Reimbursement for Services
8.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

8.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
8.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
8.1.3. Services covered by Medicare for clients who are eligible for Medicare.
8.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 8.1.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. Funding may not be used to replace funding for a program already funded from another source.

11. The Contractor will keep records of their activities related to Department programs and services.

12. 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.

13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

14. Limitations and restrictions of funds:
    14.1. The Contractor agrees to use the funds as the payment of last resort.
    14.2. The Contractor agrees to the following funding restrictions:

        14.2.1. Make cash payments to intended recipients of substance abuse services.
        14.2.2. Use funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
        14.2.3. Use funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

    14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

        14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 per week, per client

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials _____

Date 3·1·16

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

3·1·16
Date

Julie L. Libby
Name: Julie L. Libby
Title: County Administrator

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

3·1·16
Date

Julie L. Libby
Name: Julie L. Libby
Title: County Administrator

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3.1.16
Date

Julie L. Libby
Name: Julie L. Libby
Title: County Administrator

Contractor Initials JL
Date 3.1.16

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.

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:

3·1·16
Date

Julie L. Libby
Name: Julie L. Libby
Title: County Administrator

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

3·1·16
Date

Julie L. Libby
Name: Julie L. Libby
Title: County Administrator

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health & Human Services	Grafton County DoC
The State	Name of the Contractor
Kathleen A. Dunn	Julie L. Libby
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A. Dunn	Julie L. Libby
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	County Administrator
Title of Authorized Representative	Title of Authorized Representative
3/2/16	3·1·16
Date	Date

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

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

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

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

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

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

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

Contractor Name:

3-1-16
Date

Julie L. Libby
Name: Julie L. Libby
Title: County Administrator

FORM A

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

1. The DUNS number for your entity is: 08 125 9830

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   - 1.1.1. Ownership;
   - 1.1.2. Physical location;
   - 1.1.3. Name.

   1.2. When there is a new administrator, the following shall apply:
   - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
     - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
     - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
     - 1.2.2.3. Copies of applicable licenses for the new administrator;
   - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
     - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
     - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   - 2.1.1. The facility premises;
   - 2.1.2. All programs and services provided under the contract; and
   - 2.1.3. Any records required by the contract.

   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
   - 3.1.2. Imposing a directed POC upon a contractor;
   - 3.1.3. Suspension of a contract; or
   - 3.1.4. Revocation of a contract.

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.

6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.

7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the contractor deems significant.
12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
12.8.2. Transfer records of clients who have given written consent to another contractor; or
12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
13. Medication Services.
13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
13.2.1. The client's name;
13.2.2. The medication name and strength;
13.2.3. The prescribed dose;
13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and
19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and
19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

CERTIFICATE OF VOTE

I, Michael J. Cryans, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Grafton County.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Commissioners of the Agency duly held on March 01, 2016:
(Date)

RESOLVED: That the County Administrator
(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 01 day of March, 2016.
(Date Contract Signed)

4. Julie L Libby is the duly appointed County Administrator
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Michael J Cryans
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 01st day of March, 2016.

By Michael J. Cryans.
(Name of Elected Officer of the Agency)

Jessica A Jackson
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11/20/2018

Primex[3]
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex[3]) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex[3] is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex[3] is entitled to the categories of coverage set forth below. In addition, Primex[3] may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex[3], including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex[3] Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex[3]. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	603	NH Public Risk Management Exchange - Primex[3] Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	7/1/2015	7/1/2016	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible Comp and Coll: $1,000			Aggregate	
	☐ Any auto				
X	**Workers' Compensation & Employers' Liability**	7/1/2015	7/1/2016	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex[3] – NH Public Risk Management Exchange
State of New Hampshire – DHHS 129 Pleasant Street Concord, NH 03301			By: Tammy Denver Date: 11/10/2015 tdenver@nhprimex.org Please direct inquires to: **Primex[3] Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Grafton County Department of Corrections
3787 Dartmouth College Highway ~ North Haverhill, NH 03774
Phone (603)787-6767 – Fax (603)787-6011
Thomas C. Elliott
Corrections Superintendent
Telliott@co.grafton.nh.us

Grafton County Department of Corrections

Mission Statement

The mission of the Grafton County Department of Corrections is to contribute to public safety by maintaining a balanced correctional system of institutional and community programs that provide a range of control and rehabilitative options for criminal offenders and those offenders awaiting trial.

Grafton County Board of Commissioners:

Michael J. Cryans, Chairman

Martha B. Richards, Vice-Chairman

Linda D. Lauer, Clerk

Lucille (Buteau) Amero

Objective

To work as part of a team to achieve desired goals and to provide high quality service.

Summary

Over 12 years of experience in management and supervision.
Highly effective in promoting a positive, productive environment.
Reputation for excellence and high quality service to individuals
Strong interpersonal and communication skills.
Remain calm and work well under demanding conditions.
Proven record of innovative and effective staff development.
Strong commitment, vision and leadership.
Sharp, quick learner; willing to get involved.
Strength in analyzing, researching, organizing, and problem solving.
Excellent organizational and communication skills.
Conscientious and thorough with detail.
Equally effective working independently and in cooperation with others.
Keen perception for extracting important data.
Innovative in designing and carrying out projects.
Highly motivated to achieve set goals.
Well organized and focused in coordinating projects
Successful in mastering new skills through hands-on experience

Professional Experience

10/01/2014 - Present *Grafton County* *North Haverhill NH*

Director of Grafton County Alternative Sentencing Programs.

06/15/2007— 04/07/2014 TRI-County Community Action Program Berlin, NH

Division Director of Substance Abuse Services
Supervise 7 programs and 30 staff members, develop programs, submit grants, request for proposal and contracts.

11/20/2006— 06/14/2007 *TRI-County Community Action Program* *Berlin, NH*

Clinical Director of Friendship House
Provide clinical supervision to clinical staff and administration staff on a daily basis, carry a caseload of 5 clients and conduct educational classes and group therapy

01/06/2006— 11/19/2007 *TRI-County Community Action Program* *Berlin, NH*

Program Director of Impaired Driver Impairment Programs
NH Certified Impaired Driver Intervention Instructor and Counselor
Stay current with NH state safety laws regarding driving while under the influence of substances, NH Certified Instructor, PRIME Instructor and conducted risk assessments and provide aftercare recommendation to client.

08/18/2005— 06/15/2007 *TRI-County Community Action Program* *Berlin, NH*

Part Time Administration Assistant and Impaired Driver Intervention Instructor and Counselor
Stay current with NH state safety laws regarding driving while under the influence of substances, NH Certified Instructor, PRIME Instructor and conducted risk assessments and provide aftercare recommendation to client.

05/01/1999— 06/15/2003 *Northern NH Mental Health* *Berlin, NH*

A substance abuse counselor and a mental health crisis care worker.

Degrees

NH Licensed Alcohol and Drug Counselor		May 2000
Associate's Degree in Human Science, Berlin Community College		June 1997
Bachelor's Degree in Science	Springfield College	June 2000

Kenn Stransky

[redacted]

Education and Credentials

Master in Adult Education Administration, in process, Ohio University
Graduate credential Leadership Excellence Academy, Certified Manager in Program Improvement
Bachelors of Arts in Government/United States History, The University of the State of New York

Member: State of Vermont Department of Education State Professional Development Team
New England Adult Education Leadership Excellence Academy
National Correctional Educators Association
American Association for Adult & Continuing Education
National Center for Family Literacy (Alliance)

Professional Education Experience

Grafton County Department of Corrections, North Haverhill, NH May 2008 to present
Correctional Educator (contracted)
Through direct contract employment with Grafton County, created an education program to serve incarcerated adult males and females at this 100+-bed maximum-security facility. In less than one year's time, the program received the recognition of the highest graduation rate in the entire NH Corrections system. In the second year service was expanded to released inmates that now return weekly for their education. The delivery system is designed to serve the adult needs of an entire system that is currently 80 percent coded for special education services. All of this was accomplished in eight to sixteen hours of employment per week.
Addiction Counselor, (Part time) Oct. 2014 to present.
Working in the Programs Department provided intake, orientation and addiction counseling services for those facing addictions while incarcerated. This program is partly funded through the New Hampshire Bureau of Drug Addiction Services Agency.

North Country Educational Services, Gorham, NH 2001 to June 2008
Southeastern Regional Education Service Center, Inc., Bedford, NH
Correctional Educator (part-time)
Through a grant from the New Hampshire Department of Education, provided contracted tutorial services for incarcerated coded high school special education students at the **Coos County** Correctional facility. In 2005, responsibilities were expanded to include the much larger Grafton County correctional facility. In addition, I provided adult education instruction to the general inmate population.

Vermont Learning Works, Northeast Kingdom Learning Services, Canaan, VT 2002 to Oct. 2014.
Adult Learning Center Manager, Regional Multi-Service Specialist, Adult Educator.
Coordinate and provide all adult education, Even Start and Migrant Education services in Essex County, VT. Established the Canaan Learning Center that now has the highest adult education graduation rate in the Northeast Kingdom region. Designed curriculum and services, interfaced with the local high school and supervisory union for Vermont High School Completion Program, attended meetings of local partners to coordinate and deliver services to former Ethan Allen Furniture workers.

Northeast Kingdom Learning Services, Canaan, VT 2000 to 2002

Specialized Educator
One-on-one educator for special needs adult high school students in a pilot program of education for convicted sex offenders. Successfully planned and brought students to the award of their diplomas. Coordinated services between Essex North Supervisory Union, Northeast Kingdom Learning Services, and the State of Vermont Agency of Human Services.

Kenn Stransky

Other Experience

Northeast Kingdom, VT and North Country, NH 1993 to 2000
Freelance Journalist
Reported all local, regional, and business news for *Burlington Free Press*, *Newport Daily*, *Colebrook News & Sentinel* newspapers. Reported on school and Selectboard meetings in Essex and Orleans counties (VT) and Coos County (NH). Was a national Pulitzer Prize finalist for local reporting.

Paramount Brands, New York, NY 1990 to 1993
Key Accounts Manager
Opened and serviced all prestige accounts for New York's leading beverage importer. Coordinated all public events and product launches. Coordinated media and public relations for brands such as Georges Duboeuf, Glen Ellen, Veuve Clicquot, and Benziger.

Shaffer, Clarke USA, Greenwich, CT 1985 to 1990
National Sales Manager, Food Service
Managed a national sales staff. Responsible for multi-million dollar divisional budget. Coordinated foreign production and American launches of products such as New Zealand lamb, Carr's Biscuits, and Bonne Maman preserves.

Hilton International, 3 World Trade Center, New York, NY 1982 to 1985
Assistant Purchasing Agent
Responsible for food, beverage and furniture purchasing for Hilton International's flagship hotel and restaurants at New York's World Trade Center. Coordinated all of the purchases for this location.

Long Island Beef Export, New York, NY 1980 to 1982
Export Sales Coordinator
Interfaced with European and Hilton International customers. Arranged exports.

United Brands, New York, NY 1978 to 1980
Management Trainee
Trained in all aspects of this international food company known mostly for Chiquita bananas.

- **Guardian ad Litem** in the Vermont Court system since 1997
- **Board member**: Chair, Town of Norton Selectboard and Chair of the Planning Commission
  Northeast Kingdom Community Action, board treasurer
  Northeastern Vermont Development Association, President
  Northeast Kingdom Human Services, board member
  Northeast Kingdom Collaborative, Chair
  Nulhegan Gateway Association, President
  Grace Community Church, Treasurer

- **Member**: Colonial Williamsburg Foundation
  National Wildlife Federation
  National Trust for Historic Preservation
  Vermont Historical Society
- 2006 *Time* magazine Person of the Year
- I enjoy sheep farming, cooking and historic preservation

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lucille Amero	Substance Abuse Counselor	$69,966	100 %	$69,966
Kenn Stransky	Recovery Support Worker	$19,605	100%	$19,605

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-06)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Nashua Council on Alcoholism, Inc.		1.4 Contractor Address 45 High Street Nashua, NH 03060	
1.5 Contractor Phone Number 603 882-3616 x 1103	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $3,734,500.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Peter Kelleher, President and CEO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On [illegible] 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) Wendy Nichols

1.13.2 Name and Title of Notary or Justice of the Peace

Wendy Nichols, Notary

1.14 State Agency Signature Date: 3/2/16	1.15 Name and Title of State Agency Signatory Kathleen A. Dunn Associate Commissioner
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Megan A. Yeglo, Attorney	On: 3/6/16
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 2/24/16

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date 2/24/16

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials _____

Date 2/24/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the general client population that includes, but not limited to:

3.2.1. Adolescents;

3.2.2. Adults

3.2.3. Pregnant women;

3.2.4. Women with dependent children;

3.2.5. Injection drug users;

3.2.6. Individuals with co-occurring substance use and mental health disorders;

3.2.7. Veterans; and/or

3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.

4.1.3. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

4.1.4. Transitional Living Services provide residential substance abuse treatment

services designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MLADC) or unlicensed counselor working under the supervision of a LADC or MLADC and 2 hours must be delivered by a Certified Recovery Support Worker (CRSW). The maximum length of stay in this service is 6 months. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.4.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $77 per week.

4.1.4.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.4.3. The Contractor shall maintain records to account for the client's contribution to room and board.

4.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.5.1. The Contractor may charge the client fees for room and board in accordance with Sections 4.1.4.1 through 4.1.4.3 above.

4.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.

4.1.7. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

4.1.8. Withdrawal Management services as defined as ASAM Criteria, Levels 1-WM as an outpatient service and 3.7-WM as a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment and Integrated Medication Assisted Treatment (Sections 4.1.1 and 4.1.7 respectively).

4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

5. Statewide Crisis Services

5.1. The Contractor shall provide Crisis Services to individuals statewide as follows:

5.1.1. Assist individuals 24 hours per day, 7 days a week either in person or by telephone;

5.1.2. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.3. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.4. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.5. Provide encounter notes in the clients' health record when providing Crisis Services to clients being served under this Contract.

5.1.6. Provide quarterly (as the periods of January through March, April through June, July through September, October through December) reports, by the 15th of the month following the quarter, that document for all clients utilizing this service the following:

5.1.6.1. The number of calls,

5.1.6.2. The nature of the call,

5.1.6.3. The outcome of the call such as but not limited to referrals for services or services provided.

5.1.7. Provide sufficient staffing to provide Crisis Services as described above.

5.1.8. Invoice for Crisis Services in accordance with Exhibit B.

5.2. The Contractor shall submit to the Department's Contract Unit within 30 days from the contract effective date, a list of the purchased office equipment (with funding from this Contract) to provide the Crisis Services in Section 5.1. The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.

5.3. The Contractor shall return said office equipment in Section 5.2 to the Department's Contract Unit within 30 days from the completion date of the Contract.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Enhanced services remove barriers to a client's participation in treatment or recovery or reduce or remove threats to a client's maintaining participation in treatment and/or recovery such as transportation or child care.

6.1.1.1. Enhanced services include only direct services to the client such as providing transportation to treatment appointments or providing childcare while a client attends a treatment appointment.

6.1.1.2. Enhanced services do not include indirect costs such as marketing, staff training, or staff travel unless such expenses can be shown to be required in order to provide the enhanced service.

6.1.1.3. Submitting for Department approval, within 30 days from the contract effective date, a list and a description of the direct services that will be provided under Enhanced Services.

6.1.2. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.2.1.3. A MLADC or LADC

6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, except for Transitional Living, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as

follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in

the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a

service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers

into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4, except for Transitional Living (See Section 10.1.6). The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of

the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services and Transitional Living.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.

17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration.

17.3. The Contractor shall provide to the Department a copy of the required facility license, in Section 17.1 within 30 days of the contract effective date and then within 30 days after the newly issued license.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

18.4.5. Group supervision to help optimize the learning experience, when

enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff

attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by

the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of $75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12th month	The Contractor will receive an incentive payment of $100.00

Performance Criteria	Incentive Payment
post-discharge, as evidenced by the WITS Follow-Up Module.	

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
   a. Total number of clients screened for services
   b. Number of client screened appropriate for services
   c. Number of clients engaging in services who's payer was:
      i. This contract
      ii. New Hampshire Health Protection Plan
      iii. New Hampshire Medicaid

iv. Medicare

v. Private Insurance

vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the

parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to

locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or

2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42

CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1. To pregnant and injecting drug users first.

24.3.10.2. To other pregnant substance users second.

24.3.10.3. To other injecting drug users third.

24.3.10.4. To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital,

residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 9, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 9 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:

4.4.1. In Exhibit A, Sections 4.1.4 Transitional Living and 4.1.5.Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Integrated Medication Assisted (See Section 6), Enhanced Services (See Section 7), and Statewide Crisis Services (See Section 8) as follows:

5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.4.1. Submit separate batches for each billing month.

5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Medication Assisted Treatment (MAT)shall be as follows:

6.1. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Integrated Medication Assisted Treatment Services for Staff Time, Medication, and Physician Time.

6.2. Staff Time: Staff Time is for non-medical staff time relative to the MAT program that is not billable as another service under this contract, such as consultation with a

prescribing physician. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

6.3. Medication Contract Rate, Unit Type and Service Limit:

6.3.1. The Contractor will be reimbursed for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b),

6.3.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in an Opiate Treatment Program (OTP) certified per New Hampshire Administrative Rule He-A 304 as follows: The Contractor will be reimbursed for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Medication Assisted Treatment Services.

6.3.3. The Contractor will be reimbursed for up to 3 doses per client per day.

6.4. Physician Time: Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

6.5. The invoice at a minimum shall include:

6.5.1. For non-medical staff time:

6.5.1.1. A clear description of each expense including WITS Client ID #(s) when applicable;

6.5.1.2. The amount of each expense; and

6.5.1.3. The total of all expenses for the billing period in a Department defined invoice.

6.5.2. For client medications:

6.5.2.1. WITS Client ID #;

6.5.2.2. Period for which prescription is intended;

6.5.2.3. Name and dosage of the medication;

6.5.2.4. Associated Medicaid Code;

6.5.2.5. Charge for the medication.

6.5.2.6. Client cost share for the service; and

6.5.2.7. Amount being billed to the Department for the service.

6.5.3. For physician and other medical professional services:

6.5.3.1. WITS Client ID #;

6.5.3.2. Date of Service;
6.5.3.3. Description of service;
6.5.3.4. Associated Medicaid Code;
6.5.3.5. Charge for the service;
6.5.3.6. Client cost share for the service; and
6.5.3.7. Amount being billed to the Department for the service.

6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment 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. Invoices must be submitted to:

Financial Manager
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301

7. Payment for Enhanced Services:
7.1. The Department will reimburse the Contractor for Enhanced Services based on actual activities and services directly provided to the client, as defined in Exhibit A, Section 6.1.1.3
7.2. The Contractor shall be reimbursed up to the amount in Exhibit B-1.
7.3. The Contractor shall submit actual expenses on a Department defined invoice.
7.4. The Contractor shall provide a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.
7.5. The Department will reimburse on allowable expenses, in accordance with applicable state and federal laws and regulations.
7.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for enhanced services 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. Invoices must be submitted to:

Financial Manager
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301

8. Payment for Statewide Crisis Services
   8.1. The Department will reimburse the Contractor for Crisis Services as defined in Exhibit A, Section 5 for actual activities and services provided to the clients statewide, including clients being served under this Contract
   8.2. Payment for contracted services will be made on a cost reimbursement only, for allowable expenses based on budgets identified in Exhibits B-2 and B-3. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
   8.3. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for statewide crisis services 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. Invoices must be submitted to:

        Financial Manager
        Division of Community Based Care Services
        Bureau of Drug and Alcohol Services
        105 Pleasant Street,
        Main Bldg., 3rd Floor North
        Concord, NH 03301

   8.4. Notwithstanding paragraph 18 of the P-37 General Provisions, an amendment limited to budget line item adjustments within Exhibits B-2 and B-3 and 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.
   8.5. Requests for budget line item adjustments in Section 8.4 will not be accepted after June 10th of each State Fiscal Year.

9. Sliding Fee Scale
   9.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Integrated Medication Assisted Treatment – Staff time that is not a direct service to a specific client(s) (See Section 6), Enhanced Services (See Section 7), and Statewide Crisis Services (See Section 8) as follows:
   9.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

        9.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
        9.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.

9.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
9.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
9.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
9.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
9.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

9.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

10. Non Reimbursement for Services
10.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

10.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
10.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
10.1.3. Services covered by Medicare for clients who are eligible for Medicare.
10.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

10.2. Notwithstanding Section 10.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 10.1.

11. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

12. Funding may not be used to replace funding for a program already funded from another source.

13. The Contractor will keep records of their activities related to Department programs and services.

14. 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.

15. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

16. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    16.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    16.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

        16.2.1. Make cash payments to intended recipients of substance abuse services.
        16.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
        16.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
        16.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

    16.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

        16.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Intensive Outpatient	$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week ($380), per client
Partial Hospitalization	$203.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	6 days per week ($1,218), per client
Transitional Living	$100.00	Per day	7 days per week ($700), per client
Low-Intensity Residential Adult	$110.00	Per day	7 days per week ($770), per client
High-Intensity Residential Adult	$140.00	Per day	7 days per week ($980), per client
High-Intensity Residential Pregnant and Parenting Women: Room and Board only	$66.00	Per Day	7 days per week ($462), per client

Exhibit B-1

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
High-Intensity Residential Pregnant and Parenting Women:	$162.60	Per Day	7 days per week ($1,138.20), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	$7.50	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	$95.00	Per day	7 days per week ($665), per client
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	$195.00	Per day	7 days per week ($1,365) per client
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	$5.00	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to $326,990, and according to Section 7 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

Exhibit B-1

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Crisis Services	Cost Reimbursement	Cost Reimbursement	Up to the amount in Exhibit B-2 and B-3 and according to Section 8 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

Exhibit B-2

BUDGET FORM

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

Vendor Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Use Disorder Treatment and Recovery Support Services: Statewide Crisis Services, only
(Name of RFP and Service)

Budget Period: 4/1/16 to 6/30/16

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 63,856	$ 10,664	$ 74,520	
2. Employee Benefits	$ 19,157	$ -	$ 19,157	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ 750	$ -	$ 750	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ 9,840	$ -	$ 9,840	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ 450	$ -	$ 450	
6. Travel	$ 625	$ -	$ 625	
7. Occupancy	$ 1,500	$ -	$ 1,500	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 1,800	$ -	$ 1,800	
Postage	$ 150	$ -	$ 150	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ 600	$ -	$ 600	
Board Expenses	$ -	$ -	$ -	
9. Software	$ 1,350	$ -	$ 1,350	
10. Marketing/Communications	$ 625	$ -	$ 625	
11. Staff Education and Training	$ 875	$ -	$ 875	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ 101,578**	**$ 10,664**	**$ 112,242**	

Indirect As A Percent of Direct 10.5%

Contractor Initials: [signature]
Date: 2/24/16

Exhibit B-3

BUDGET FORM

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

Vendor Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Use Disorder Treatment and Recovery Support Services: Statewide Crisis Services, only
(Name of RFP and Service)

Budget Period: 7/1/16 to 6/30/17

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 255,424	$ 42,656	$ 298,080	
2. Employee Benefits	$ 76,627	$ -	$ 76,627	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ 3,000	$ -	$ 3,000	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ 1,800	$ -	$ 1,800	
6. Travel	$ 2,500	$ -	$ 2,500	
7. Occupancy	$ 6,000	$ -	$ 6,000	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 7,200	$ -	$ 7,200	
Postage	$ 600	$ -	$ 600	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ 2,400	$ -	$ 2,400	
Board Expenses	$ -	$ -	$ -	
9. Software	$ 5,400	$ -	$ 5,400	
10. Marketing/Communications	$ 2,500	$ -	$ 2,500	
11. Staff Education and Training	$ 3,500	$ -	$ 3,500	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ 366,951**	**$ 42,656**	**$ 409,607**	
Indirect As A Percent of Direct		11.6%		

Contractor Initials: AW
Date: 5/24/16

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

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

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

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

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

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

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials RV

Date 2/24/16

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials PW
Date 2/24/16

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Greater Nashua Council on Alcoholism

2/24/16
Date

Name: Peter Kelleher
Title: President and CEO

Contractor Initials _____

Date 2/24/16

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Greater Nashua Council on Alcoholism

2/24/16
Date

Name: Peter Kelleher
Title: President and CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Greater Nashua Council on Alcoholism

2/24/16
Date

Name: Peter Kelleher
Title: President and CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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: Greater Nashua Council on Alcoholism

2/24/16
Date

Name: Peter Kelleher
Title: President and CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Greater Nashua Council on Alcoholism

2/24/16
Date

Name: Peter Kelleher
Title: President and CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health & Human Services	Greater Nashua Council on Alcoholism
The State	Name of the Contractor
Kathleen A. Dunn	
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A. Dunn	Peter Kelleher
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President and CEO
Title of Authorized Representative	Title of Authorized Representative
3/2/16	2/24/16
Date	Date

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

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

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

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

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

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

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

Contractor Name: Greater Nashua Council on Alcoholism

2/24/16
Date

Name: Peter Kelleher
Title: President and CEO

FORM A

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

1. The DUNS number for your entity is: 602018707

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   1.1.1. Ownership;
   1.1.2. Physical location;
   1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
   1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
   1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
   1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
   1.2.2.3. Copies of applicable licenses for the new administrator;
   1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
   1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
   1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   2.1.1. The facility premises;
   2.1.2. All programs and services provided under the contract; and
   2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   3.1.1. Requiring a contractor to submit a plan of correction (POC);
   3.1.2. Imposing a directed POC upon a contractor;
   3.1.3. Suspension of a contract; or
   3.1.4. Revocation of a contract.

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

Contactor Initials: [signature]
Date: 2/24/16

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

Contactor Initials: [illegible]
Date: 2/24/16

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the contractor deems significant.
12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
12.8.2. Transfer records of clients who have given written consent to another contractor; or
12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
13. Medication Services.
13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
13.2.1. The client's name;
13.2.2. The medication name and strength;
13.2.3. The prescribed dose;
13.2.4. The route of administration;

Contactor Initials: [illegible]
Date: 2/24/16

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

Contactor Initials: [signature]
Date: 2/24/16

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

Contactor Initials: JK
Date: 2/24/16

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and

19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

Contactor Initials: [initials]
Date: 2/24/16

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

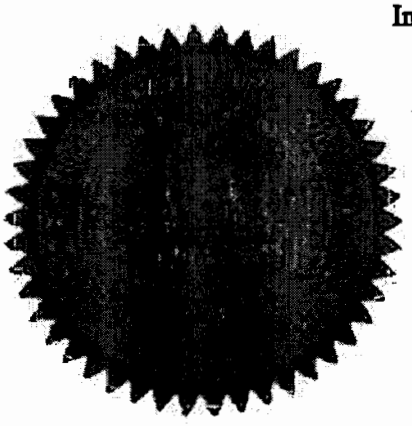
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

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 GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire nonprofit corporation formed December 16, 1983. 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 10th day of April, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Laurie Gogwen, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism.
(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 Feb. 24 2016:
(Date)

RESOLVED: That the President and CEO
(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 24th day of February, 2016.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President and CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurie Gogwen
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 24th day of Feb., 2016,

By Laurie Gogwen.
(Name of Elected Officer of the Agency)

Wendy Nichols
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

WENDY NICHOLS NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES JUNE 4, 2019

Commission Expires: 6/4/19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2015

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
Eaton & Berube Insurance Agency, Inc.
11 Concord Street
Nashua NH 03064

CONTACT NAME: Kimberly Gutekunst
PHONE (A/C, No, Ext): 603-882-2766 **FAX (A/C, No):**
E-MAIL ADDRESS: kgutekunst@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance	
INSURER B : QBE Insurance Corp	
INSURER C : Lexington	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HARHO
Harbor Homes, Inc
45 High Street
Greater Nashua Council on Alcoholism, Inc.
Nashua NH 03060

COVERAGES **CERTIFICATE NUMBER:** 1348914431 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y		ZBV970714702	7/1/2015	7/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $3,000,000 $3,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			AHV9706003	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $0			UHV970913302	7/1/2015	7/1/2016	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		QWC3000636	11/26/2015	11/26/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
C	Professional Liability Abuse & Molestation Empl Benefits Liability			017570426	7/1/2015	7/1/2016	$1,000,000 $1,000,000 $1,000,000	$3,000,000 $3,000,000 $3,000,000

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

Additional Named Insureds:
Harbor Homes, Inc. - FID# 020351932
Harbor Homes II, Inc.
Harbor Homes III, Inc.
Healthy at Homes, Inc. -FID# 043364080
Milford Regional Counseling Service, Inc. -FID# 222512360
See Attached...

CERTIFICATE HOLDER

Contracts & Procurement
DHHS, State of NH
129 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
Marc R Berube

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AGENCY CUSTOMER ID: HARHO

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Eaton & Berube Insurance Agency, Inc.	Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280
Welcoming Light, Inc. -FID# 020481648
HH Ownership, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

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Web-Library

An Internal Employee Resource Center

Home

Greater Nashua Council on Alcoholism, Inc. (Keystone Hall)

Mission Statement

**To empower the chemically dependent person to
Take responsibility toward recovery through
Professional counseling in a caring environment**

Overview

- **Greater Nashua area's only non-medical substance abuse detoxification/assessment center**
- **Uniquely geared to address needs for the homeless, uninsured and underinsured population**
- **Established in 1990 to serve both male and female clients**

Back to Mission Statement and Overviews

GREATER NASHUA
COUNCIL ON ALCOHOLISM

Financial Statements

For the Year Ended June 30, 2015

(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

	Page
INDEPENDENT AUDITORS' REPORT	1
BASIC FINANCIAL STATEMENTS:	
Statement of Financial Position	4
Statement of Activities	5
Statement of Functional Expenses	6
Statement of Cash Flows	7
Notes to the Financial Statements	8
SUPPLEMENTARY INFORMATION:	
Schedule of Program Services Expenses – Current Year	18
Schedule of Program Services Expenses – Prior Year	19

MELANSONHEATH
ACCOUNTANTS • AUDITORS

102 Perimeter Road
Nashua, NH 03063
(603)882-1111
melansonheath.com

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Greater Nashua Council on Alcoholism

Report on the Financial Statements

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from 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 audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism, Inc. as of June 30, 2015, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Greater Nashua Council on Alcoholism, Inc.'s fiscal year June 30, 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 15, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

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.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015 on our consideration of the Greater Nashua Council on Alcoholism's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

Melanson Heath

December 10, 2015

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2015

(With Comparative Totals as of June 30, 2014)

ASSETS	2015	2014
Current Assets:		
Cash and cash equivalents	$ 231,875	$ 83,938
Accounts receivable, net	333,635	222,351
Prepaid expenses	24,996	6,612
Total Current Assets	590,506	312,901
Property and equipment, net of accumulated depreciation	5,817,672	6,013,809
Reserve for replacements	14,461	13,067
Debt issuance costs, net	77,785	-
Total Assets	$ 6,500,424	$ 6,339,777
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable	$ 29,921	$ 108,397
Accrued expenses and other liabilities	209,003	117,372
Due to related organizations	183,625	177,744
Line of credit	47,902	-
Current portion of bonds and mortgages payable	80,825	150,022
Total Current Liabilities	551,276	553,535
Long Term Liabilities:		
Bonds payable, long term	3,824,539	-
Mortgages payable, long term	-	3,721,966
Mortgages payable, deferred	1,885,000	1,885,000
Total Long Term Liabilities	5,709,539	5,606,966
Total Liabilities	6,260,815	6,160,501
Unrestricted Net Assets	239,609	179,276
Total Liabilities and Net Assets	$ 6,500,424	$ 6,339,777

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Activities

For the Year Ended June 30, 2015

(With Comparative Totals for the Year Ended June 30, 2014)

Support and Revenue:	2015	2014
Support:		
State of New Hampshire	$ 106,591	$ 78,733
Federal grants	1,391,460	1,467,968
Contributions	145,610	19,176
Revenue:		
Client services:		
Medicaid	841,728	530,150
Medicare	3,206	3,252
Third party insurance	21,065	42,767
Client billings, net	38,634	29,538
Contracted services	7,367	21,110
Other income	20,048	28,026
Interest income	20	41
Total Support and Revenue	2,575,729	2,220,761
Expenses:		
Program services	2,079,135	2,152,850
General and administrative	406,278	225,721
Fundraising	29,983	32,479
Total Expenses	2,515,396	2,411,050
Change in Net Assets	60,333	(190,289)
Unrestricted Net Assets, Beginning of Year	179,276	369,565
Unrestricted Net Assets, End of Year	$ 239,609	$ 179,276

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Functional Expenses

For the Year Ended June 30, 2015

(With Comparative Totals for the Year Ended June 30, 2014)

	Program Services	General and Administrative	Fundraising	2015 Total	2014 Total
Advertising	$ 1,722	$ 48	$ -	$ 1,770	$ 2,757
Accounting fees	-	14,025	-	14,025	7,075
Client services	34,671	115	-	34,786	63,807
Client transportation	4,529	1	-	4,530	13,628
Conferences and conventions	148	116	-	264	1,244
Contract services	43,915	4,702	-	48,617	25,405
Depreciation	189,496	6,641	-	196,137	196,091
Employee benefits	157,532	53,994	2,200	213,726	225,158
Food	102,024	24	-	102,048	92,960
Fundraising expense	-	-	119	119	-
Garbage and trash removal	2,482	60	-	2,542	2,626
Grant expenses	73,980	-	-	73,980	-
Information technology	1,023	5,191	-	6,214	1,030
Insurance	14,764	5,459	-	20,223	13,377
Interest	-	1,676	-	1,676	-
Journals and publications	177	4	-	181	539
Legal fees	1,447	849	-	2,296	-
Membership dues	1,526	641	-	2,167	3,105
Miscellaneous	8,330	8,635	-	16,965	7,321
Mortgage interest	76,963	99,581	-	176,544	254,676
Office supplies	10,388	147	88	10,623	5,758
Operating and maintenance	55,021	1,831	-	56,852	55,055
Operational supplies	29,119	154	-	29,273	24,860
Payroll taxes	91,112	4,703	2,254	98,069	113,419
Postage	489	40	-	529	2,002
Professional fees	8,709	211	-	8,920	14,183
Rent	17,673	-	-	17,673	-
Salaries and wages	1,055,666	194,524	25,322	1,275,512	1,168,445
Snow removal	-	-	-	-	8,887
Staff development	4,412	145	-	4,557	3,757
Staff expenses	-	515	-	515	1,180
Staff travel	1,999	122	-	2,121	6,191
Telephone	3,468	306	-	3,774	3,179
Utilities	66,149	1,601	-	67,750	74,913
Vehicle expenses	20,201	217	-	20,418	18,422
Total functional expenses	$ 2,079,135	$ 406,278	$ 29,983	$ 2,515,396	$ 2,411,050

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Cash Flows

For the Year Ended June 30, 2015

(With Comparative Totals as of June 30, 2014)

	2015	2014
Cash Flows From Operating Activities:		
Change in net assets	$ 60,333	$ (190,289)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	198,278	196,091
(Increase) Decrease In:		
Accounts receivable	(111,284)	(14,898)
Other current assets	(18,384)	(250)
Increase (Decrease) In:		
Accounts payable	(78,476)	86,639
Accrued expenses and other liabilities	91,631	11,780
Net Cash Provided By Operating Activities	142,098	89,073
Cash Flow From Investing Activities:		
Purchase of fixed assets	-	(3,750)
Change in reserve for replacements	(1,395)	(8)
Net Cash Used By Investing Activities	(1,395)	(3,758)
Cash Flows From Financing Activities:		
Change in due to related organizations	5,880	45,035
Proceeds from line of credit	51,403	-
Payments to line of credit	(3,500)	-
Principal payments on long term debt	-	(147,183)
Debt issuance costs, net	(46,549)	-
Net Cash Provided (Used) By Financing Activities	7,234	(102,148)
Net Increase (Decrease)	147,937	(16,833)
Cash and Cash Equivalents, Beginning of Year	83,938	100,771
Cash and Cash Equivalents, End of Year	$ 231,875	$ 83,938
Supplemental disclosures of cash flow information:		
Interest paid	$ 171,573	$ 255,421
Non-cash debt refinancing	$ 3,930,523	$ -

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Notes to the Financial Statements

1. Organization:

Greater Nashua Council on Alcoholism (the Organization) is a nonprofit organization providing recovery support services which are evidence-based, gender-specific, and culturally competent. The programs include residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children, and offender re-entry services initiative.

2. Summary of Significant Accounting Policies:

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made.*

Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2015, management has taken into account a variety of factors.

Property, Equipment and Depreciation

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

Functional Expenses

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

Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying Statement of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Tax Status

Greater Nashua Council on Alcoholism is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2015, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

3. Concentration of Credit Risk - Cash and Cash Equivalents:

The carrying amount of the Organization's deposits with financial institutions was $246,336 and $97,004 at June 30, 2015 and 2014, respectively. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank. The bank balance is categorized as follows:

	2015	2014
Insured by FDIC	$ 265,213	$ 115,750
Total Bank Balance	$ 265,213	$ 115,750

4. Accounts Receivable, Net:

Accounts receivable at June 30, 2015 consists of the following:

	Receivable	Allowance	Net
Grants	$ 144,469	$ -	$ 144,469
Medicaid	89,746	(22,437)	67,309
State	73,960	-	73,960
Other	47,897	-	47,897
Total	$ 356,072	$ (22,437)	$ 333,635

5. Property, Equipment and Depreciation:

A summary of the major components of property and equipment is presented below:

	2015	2014
Land	$ 742,500	$ 742,500
Land improvements	1,743	1,743
Building	5,646,560	5,646,560
Building improvements	22,637	22,637
Furniture and fixtures	34,511	34,511
Equipment	11,276	11,276
Vehicles	22,297	22,297
Subtotal	6,481,524	6,481,524
Less: accumulated depreciation	(663,852)	(467,715)
Total	$ 5,817,672	$ 6,013,809

Depreciation expense for the years ended June 30, 2015 and 2014 totaled $196,137 and $196,091, respectively.

The estimated useful lives of the depreciable assets are as follows:

Assets	Years
Land improvements	15
Building and improvements	30
Furniture and fixtures	5 - 7
Equipment	5
Vehicles	5

6. Reserve for Replacements:

Reserve for replacements consist of funds required to be used for the replacement of property, with prior approval by the New Hampshire Housing Finance Authority.

7. Accrued Expenses and Other Liabilities:

Accrued expenses and other liabilities consist of the following:

	2015	2014
Accrued payroll and related liabilities	$ 203,828	$ 105,878
Accrued interest	5,175	11,346
HSA liability	-	148
Total	$ 209,003	$ 117,372

8. Due to Related Organizations:

Due to related organizations represents short-term liabilities due to related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2015 are as follows:

	2015	2014
Current:		
Harbor Homes, Inc.	$ 56,975	$ 55,249
Healthy at Home, Inc.	96,280	95,440
Milford Regional Counseling Services	3,862	-
Southern New Hampshire HIV/AIDS Task Force	26,507	27,055
Total	$ 183,624	$ 177,744

9. Bonds Payable:

Bonds payable as of June 30, 2015 were as follows:

$3,963,900 in New Hampshire Health and Education Facilities Authority bonds, dated September 15, 2014, due in monthly installments of $19,635, including principal and interest at 4.00%, maturing in 2042, secured by real property, guaranteed by Harbor Homes, Inc.	$ 3,905,364
Total	3,905,364
Less amount due within one year	(80,825)
Long term debt, net of current portion	$ 3,824,539

The following is a summary of future payments on the previously mentioned long-term debt.

Year	Amount
2016	$ 80,825
2017	84,165
2018	87,594
2019	91,163
2020	94,490
Thereafter	3,467,127
Total	$ 3,905,364

10. Mortgages Payable, Deferred:

The Organization received special financing as partial funding for a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. Certain covenants apply related to eligibility and use of the mortgaged property. The balance of these notes at June 30, 2015 is as follows:

- Federal Home Loan Bank of Boston – Affordable Housing Program $385,000
- New Hampshire Housing Finance Authority $1,500,000

11. Transactions with Related Parties:

The Organization offers counseling services to the clients of related organizations. These services are provided whenever requested.

The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a related organization. The Organization also receives payroll services from the related organization.

The Organization rents space from Harbor Homes, Inc., a related organization. Rent expense for the year under this agreement was approximately $17,000.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

12. Net Assets Released from Restriction:

There were no restricted net assets during the year ended June 30, 2015 and, as a result, no net assets were released from restrictions.

13. Retirement Plan:

After one year of continuous service with the Organization, employees may contribute a portion of their wages to a Section 403(b) retirement plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the years ended June 30, 2015 and 2014 were $39,674 and $26,267, respectively.

14. Concentration of Risk:

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2015, the State of New Hampshire accounted for 50% and Medicaid accounted for 35% of total revenues.

15. Fair Value Measurements:

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at

the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;

- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and

- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	Carrying Value	Fair Value	Level One	Level Two	Level Three
Bonds payable	$ 3,905,364	$ 3,905,364	$ -	$ 3,905,364	$ -
Mortgages payable, deferred	1,885,000	1,885,000	-	1,885,000	-
Due to related organizations	183,625	183,625	-	-	183,625
Total liabilities	$ 5,973,989	$ 5,973,989	$ -	$ 5,790,364	$ 183,625

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

	Fair Value Measurements Using Significant Unobservable Inputs Level Three
	Due to related
Beginning balance June 30, 2014	$ 177,744
Advances	163,654
Reductions	(157,773)
Ending balance June 30, 2015	$ 183,625

16. Subsequent Events:

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2015 through December 10, 2015, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2015

	28 Day Residential CMMIRT	90 Day Residential CMLIRT	Access To Recovery	Cynthia Day Family Center CMHIRT	HUD Transitional Living	Intensive Outpatient	Outpatient	Passthrough	Project Hope	Rapid Rehousing	Other	Total
Advertising	$ 256	$ 463	$ 2	$ 849	$ 57	$ 46	$ 40	$ -	$ -	$ -	$ 9	$ 1,722
Client services	1,454	1,894	-	30,169	641	165	265	-	50	-	33	34,671
Client transportation	212	1,678	200	1,936	401	101	1	-	-	-	-	4,529
Conferences and conventions	22	41	1	73	3	4	3	-	-	-	1	148
Contract services	5,509	10,009	71	18,258	1,142	987	1,924	-	5,813	-	202	43,915
Depreciation	29,902	43,343	213	95,066	10,269	5,197	4,404	-	-	-	1,102	189,496
Employee benefits	26,648	36,823	210	55,314	2,348	11,036	23,786	-	226	33	1,108	157,532
Food	11,767	15,712	-	51,057	23,425	11	50	-	-	-	2	102,024
Garbage and trash removal	373	681	3	1,223	57	70	61	-	-	-	14	2,482
Grant expenses	-	20	-	-	-	-	-	73,960	-	-	-	73,980
Information technology	156	268	1	513	24	29	26	-	-	-	6	1,023
Insurance	2,216	4,057	17	7,274	338	415	363	-	-	-	84	14,764
Journals and publications	27	49	-	87	4	5	4	-	-	-	1	177
Legal fees	412	413	-	622	-	-	-	-	-	-	-	1,447
Membership dues	229	419	-	752	35	44	38	-	-	-	9	1,526
Miscellaneous	528	3,902	-	777	221	63	704	-	2,118	-	17	8,330
Mortgage interest	11,551	21,153	133	37,916	1,759	2,143	1,871	-	-	-	437	76,963
Office supplies	1,141	2,063	5	3,800	271	259	2,538	-	270	-	41	10,388
Operating and maintenance	7,197	14,205	46	27,201	3,156	1,514	1,396	-	-	-	306	55,021
Operational supplies	3,567	5,230	14	14,488	5,373	176	235	-	-	-	36	29,119
Payroll taxes	14,889	17,541	171	31,019	695	9,622	13,151	-	3,251	198	575	91,112
Postage	66	120	-	216	10	13	61	-	-	-	3	489
Professional fees	1,307	2,393	6	4,291	199	247	216	-	-	-	50	8,709
Rent	-	-	-	-	-	-	14,000	-	-	3,673	-	17,673
Salaries and wages	166,016	208,807	1,726	349,011	5,251	119,960	156,978	-	38,902	2,151	6,864	1,055,666
Staff development	431	693	3	1,305	222	187	1,560	-	-	-	11	4,412
Staff travel	194	346	2	654	313	33	70	-	380	-	7	1,999
Telephone	490	896	1	1,608	75	93	286	-	-	-	19	3,468
Utilities	9,927	18,182	85	32,589	1,513	1,855	1,621	-	-	-	377	66,149
Vehicle expenses	1,911	2,675	10	14,846	329	204	184	-	-	-	42	20,201
Total program services expenses	$ 298,398	$ 414,076	$ 2,920	$ 782,914	$ 58,131	$ 154,479	$ 225,836	$ 73,960	$ 51,010	$ 6,055	$ 11,356	$ 2,079,135

See Independent Auditors' Report.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2014

	28 Day Residential CMMIRT	90 Day Residential CMLIRT	Access To Recovery	After Care Driver Intervention	Cynthia Day Family Center CMHIRT	DOJ	HUD Transitional Living	Intensive Outpatient	Outpatient	Project Recovering Lives	Other	Total
Advertising	$ 386	$ 709	$ 14	$ 14	$ 1,268	$ 25	$ 59	$ 34	$ 34	$ 32	$ -	$ 2,575
Client services	1,705	2,707	651	51	56,442	89	1,573	235	-	115	-	63,568
Client transportation	65	876	5,400	-	2,906	-	3,429	950	2	-	-	13,628
Conferences and conventions	67	120	2	2	225	4	20	5	5	5	-	455
Contract services	1,089	1,995	40	40	4,116	70	165	97	97	90	-	7,799
Depreciation	34,455	14,121	1,273	1,273	97,719	2,432	34,870	2,546	1,444	1,273	-	191,406
Employee benefits	28,729	38,163	771	202	59,398	2,974	8,991	13,170	18,052	7,652	1,535	179,637
Food	10,763	14,405	4	4	46,442	8	21,302	11	11	10	-	92,960
Garbage and trash removal	384	703	14	14	1,260	25	58	34	34	32	-	2,558
Information technology	100	184	4	4	329	6	15	9	9	8	-	668
Insurance	1,865	3,416	69	69	6,124	120	283	165	165	154	-	12,430
Journals and publications	75	134	3	3	273	5	14	7	7	6	-	527
Membership dues	343	619	12	12	1,143	21	83	29	224	27	-	2,513
Miscellaneous	782	1,234	17	17	2,546	29	605	41	41	38	-	5,350
Mortgage interest	36,196	66,313	1,334	1,334	118,840	2,322	5,485	3,212	3,212	2,990	-	241,238
Office supplies	641	1,139	21	21	2,342	47	262	158	706	58	-	5,395
Operating and maintenance	7,679	13,723	259	259	26,713	451	2,494	647	623	580	-	53,428
Operational supplies	3,051	4,528	34	34	12,344	59	4,400	82	82	76	-	24,690
Payroll taxes	15,383	20,712	490	103	36,815	1,149	4,019	5,480	8,263	7,092	663	100,169
Postage	258	472	10	10	847	17	38	23	23	21	8	1,727
Professional fees	752	2,064	28	28	2,469	1,449	114	67	67	62	-	7,100
Salaries and wages	158,528	190,064	5,522	444	355,152	13,522	46,088	67,294	102,363	82,806	7,622	1,029,405
Snow removal	1,302	2,383	48	48	4,275	84	197	116	116	108	-	8,677
Staff development	413	606	7	7	1,775	12	415	134	344	15	-	3,728
Staff expenses	100	179	4	4	331	6	22	9	9	8	-	672
Staff travel	725	1,241	21	21	2,211	1,350	347	51	51	47	-	6,065
Telephone	445	816	16	16	1,461	169	67	40	40	37	-	3,107
Utilities	11,056	20,256	408	408	35,745	709	1,675	981	981	913	-	73,132
Vehicle expenses	1,799	2,588	41	41	12,940	71	475	98	98	92	-	18,243
Total program services expenses	$ 319,136	$ 406,470	$ 16,517	$ 4,483	$ 894,451	$ 27,225	$ 137,565	$ 95,725	$ 137,103	$ 104,347	$ 9,828	$ 2,152,850

See Independent Auditors' Report.

HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich – [redacted]	**Treasurer** – (Chair, Finance Committee) – (Facilities Committee) – (Executive Committee)
Vincent Chamberlain – [redacted]	**Chair of the Board**
Laurie Des Rochers – [redacted]	– (Facilities Committee)
Phil Duhaime – [redacted]	– (Governance Committee) – (Executive Committee)
Laurie Goguen – [redacted]	**Secretary** – (Chair, Governance Committee) – (HCC Oversight Committee) – (Executive Committee)
Nathan Goodwin – [redacted]	– (Governance Committee) – (RDP Committee)
Alphonse Haettenschwiller – [redacted]	– (Finance Committee) – (Chair, HCC Oversight Committee)
Joel Jaffe – [redacted]	**Asst. Secretary** – (Chair, Executive Committee)
Lynn King – [redacted]	**Vice Chair** – (Chair, RDP Committee)
Melissa Knight – [redacted]	– (HCC Oversight Committee)
Naomi Moody – [redacted]	(no committee assignment)
Rick Planta – [redacted]	– (Chair, Facilities Committee) – (RDP Committee)
Phil Richard – [redacted]	– (Facilities Committee) – (Governance Committee)
Dan Sallet – [redacted]	– (Finance Committee)

PETER J. KELLEHER, CCSW, LICSW
45 High Street
Nashua, NH 03060

PROFESSIONAL EXPERIENCE

2006-Present **President & CEO, Southern NH HIV Task Force**
2002-Present **President & CEO, GNCA, Inc. Nashua, NH**
1997-Present **President & CEO, Healthy At Home, Inc., Nashua, NH**
1995-Present **President & CEO, Milford Regional Counseling Services, Inc., Milford, NH**
1995-Present **President & CEO, Welcoming Light, Inc., Nashua, NH**
1982-Present **President & CEO, Harbor Homes, Inc., Nashua, NH**
Currently employed as chief executive officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a $10,000,000 operating budget; proposal development resulting in more than $3,000,000 in grants annually; oversight of 330 management and direct care professionals.

2003-2006 **Consultant**
Providing consultation and technical assistance throughout the State to aid service and mental health organizations

1980 - 1982 **Real Estate Broker, LeVaux Realty, Cambridge, MA**
Successful sales and property management specialist.

1979 - 1980 **Clinical Coordinator, Task Oriented Communities, Waltham, MA**
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/ mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.

1978 - 1979 **Faculty, Middlesex Community College, Bedford, MA**
Instructor for an introductory group psychotherapy course offered through the Social Work Department.

1977 - 1979 **Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA**
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.

1976 **Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA**
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.

1971 - 1976 **Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA**
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

1975 - 1977 Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW

1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

1979 Licensed Real Estate Broker – Massachusetts

1989 Academy of Certified Social Workers – NASW

1990 Licensed Independent Clinical Social Worker - Massachusetts

1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

PLACEMENTS

1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.

1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
1990 – 1991 Rivier College, Department of Psychology, Nashua, NH
1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

AWARDS

- Valedictorian Award received at high school graduation;
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007

MEMBERSHIPS

Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
Former Chair, Greater Nashua Continuum of Care
National Association of Social Workers
Board Member, Greater Nashua Housing & Development Foundation, Inc.
Former Member, Rotary Club, Nashua, NH

Patricia A. Robitaille, CPA **TEL:**

PROFILE

- 12 years experience in Public Accounting
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client rapport
- Tax preparation experience

PROFESSIONAL EXPERIENCE

Jan. 2009-Present *Vice President of Finance* Harbor Homes, Inc. and Affiliates

Jan. 2007 – Oct. 2008 *Audit Manager* Ernst Young LLP, Manchester, NH

- Managed audits of private corporations with revenues up to $200 million
- Assisted as manager of audits for public corporations with revenues up to $400 million
- Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
- Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
- Prepared management comments in conjunction with material weakness or significant deficiencies

Jun. 1997 – Jan. 2007 *Audit Supervisor* Melanson Heath & Company, P.C., Nashua, NH

- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
- Audit services include balance sheet reconciliation including inventory control
- Preparation and presentation of financial statements
- Preparation of management comment letters for internal quality improvement
- Assist clients with all aspects of accounting
- Preparation of budgets and cash forecasting
- Consulting services to clients including maximization of profits
- Extensive corporate tax preparation experience

1993 – 1997 *Accounting/Office Manager* Hammar Hardware Company, Nashua, NH

- Management of a five-person staff
- Oversee accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterlies and year-end reporting

EDUCATION

1988-1991 Rivier College, Nashua, NH – Bachelor of Science, Accounting

OTHER ACHIEVEMENTS

Licensed Certified Public Accountant in the State of New Hampshire
Member of the New Hampshire Society of Certified Public Accountants
Member of the American Institute of Certified Public Accountants

SOFTWARE EXPERIENCE

Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks, Peachtree, T-Value, various auditing software programs

Annette Escalante, MSW, LADC

[redacted]

To locate a position where I can utilize my skills and experience to develop programs and services for the economically disadvantaged.

[redacted]

Undergraduate Degree: Springfield College, BA — Major: Human Services
Graduate Degree: University of New Hampshire, MSW — Major: Social Work
Currently working towards LICSW

Licensed Alcohol Drug Counselor (LADC) State of New Hampshire

[redacted]

Areas of Experience:
- Substance Abuse
- HIV/AIDS
- Domestic Violence/ Rape Crisis
- Outreach to Sex Workers
- Detoxification Programs
- Correctional Institutions
- Culturally Diverse Populations
- Federally Funded Programs
- Gender Specific Programming for Women

Skill Sets:
- Budget Development
- Grant Writing/Report Management
- Program Planning and Evaluation
- Regulatory Compliance
- Policy and Procedure Development
- Supervisory Experience
- Program Development
- Group, Family and Individual Counseling
- Community Networking
- Volunteer Coordination

[redacted]

7/09-Present: Vice President
Keystone Hall, Nashua, NH
In this position, my responsibilities include:
- Oversight of all clinical and administration programs and personnel.
- Develop and supervise provisions of all clinical records and programs offered by the Agency.
- Works in conjunction with CEO to establish goals and plans for long-term financial and clinical success of the Agency.
- Manage overall budgets, funding sources and accounting to ensure integrity and compliance with regulations.
- Maintain personnel records.
- Grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Screen, train, and supervise existing and new staff to develop and build an effective organization.
- Perform staff job performance evaluations.
- Build and maintain effective relationships with government agencies, service providers, community partners, volunteers, and philanthropic organizations.
- Maintain a high level of professional and ethical standards.
- Any and all other duties as assigned by the CEO.

11/2007-7/09: **Administrator of Women Offenders and Family Services**
New Hampshire Department of Corrections-Commissioner's Office, Concord, NH.
In this position, my responsibilities included:

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.
- Review and provide feedback on an ongoing basis on all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.
- Establish and coordinate partnerships, and maintain working relationships within the department of health and human services, with other government agencies, with communities, and with community-based organizations, volunteers, advocacy groups, the academic community, and other external stakeholders.
- Developed and implemented a Trauma Training for the New Hampshire Department of Corrections Academy. Currently working on Trauma Training for the New Hampshire Police Academy.
- Provide technical assistance to the women's facility warden and field managers regarding issues related to women offenders and gender-responsive programs, services, and practices.
- Provide input regarding necessary data collection and evaluation to measure effective programming and supervision of women offenders.
- Consult with and provide input with other directors regarding appropriate levels of staffing in both the field and institutions responsible for the management of women offenders.
- Confer with and make recommendations to the commissioner regarding women offender supervision and services, oversee the planning, development, and implementation of training guidelines for staff working with women offenders, and recommend changes in duties assigned to casework and security staff who work with women offenders.
- Act as a resource in cases of staff sexual misconduct involving women offenders and provide input into personnel actions for addressing misconduct involving staff who work with women offenders and misconduct involving women offenders.
- Prepare budget recommendations regarding women offenders' program services consistent with the departmental budget cycle. Engage in budget formation, grant applications, and resource allocation activities related to women offenders as assigned.
- Act as liaison to the interagency coordinating council for women offenders and the department of corrections.

2009: Springfield College **Adjunct Professor**
In this per diem position, my responsibilities include:

- Teaching graduate and undergraduate course.
- Courses include Family Therapy and Cultural Diversity, Addiction Studies and Mental Health Practicum.
- Serving as a field advisor for students.

11/2008-current: Therapist
RTT Associates-Manchester, NH
In this per diem position, my responsibilities include:

- Provide individual counseling for men and women to deal with substance abuse and mental health issues weekly using Motivational Interviewing, Behavioral Therapy and Cognitive Behavioral Therapy.
- Provide LADC evaluations.
- Provide assessments.
- Provide recommendations to courts and other referrals sources and coordinate care with mental health providers.

5/1999-present: Impaired Driver Intervention Program Instructor
Serenity Place, Manchester, NH
In this per diem position, my responsibilities include:

- Provide 20 hours of alcohol and other drug education classes to mandated clients for first offense Driving While Intoxicated (DWI).
- Provide Spanish speaking classes.
- Provide exit interviews to determine license eligibility.

9/2005-11/2007: Correctional Counselor/Case Manager-Changed to Program Coordinator
New Hampshire Department of Corrections, Gofistown, NH.
In collaboration with other management staff, my job responsibilities include creation and implementation of a gender specific trauma informed programs for female offenders. My other job responsibilities include:

- Evaluate substance abuse program for successful outcomes and to ensure best practice criteria are met.
- Supervise substance abuse programs for female offenders at NH State Prison for Women and Shea Farm Transitional Housing Unit.
- Supervision of Counselor/Case Managers at the Women's Prison and Shea Farm
- Responsibility for Program Development and Assessment.
- Supervision of MSW interns and volunteers.
- Responsible for assuring substance abuse programs for female offenders are in compliance with ACA guidelines.
- Provide intake, assessments, LADC evaluations, treatment recommendations, consultation and coordinate care with mental health, classification, Parole and Probation, and community based organizations.
- Coordinate entry into treatment programs for female offenders in the community.
- Counsel inmates on various personal issues in regard to their transition and continued adjustment into the community, as well as adjustment within the correctional system.
- Provide clinical services to inmates with substance abuse and mental health disorders.
- Provide crisis counseling and conflict resolution.
- Provide groups such as Anger Management and Victim Impact for female offenders.
- Provide translation for Spanish speaking clients.

5/2004-9/2005: Social Worker/Youth Counselor- City of Manchester Youth Services, Manchester, NH

- Provided crisis counseling to juvenile offenders and their families in the Manchester area.
- Directed youth toward productive behavior away from delinquency.
- Provided Group, individual counseling and family therapy. (Motivational Interviewing and Cognitive Behavioral Therapy).
- Substance Abuse individual counseling.
- Perform CHINS petitions.
- Admission/discharge planning and community networking working with diverse

services within the community.
- Provide a four-session self-assessment of the use and misuse of alcohol/drug (court mandated for those clients under 21 yrs of age).
- Provide translation for Spanish speaking clients.

6/2000-5/2004: **Program Monitor**- New Hampshire Housing Finance Authority, Bedford, NH.
- Monitored low- income residents in the State of New Hampshire for the Section 8 Program.
- Assessed and performed income changes for participants in the Section8 Program, home ownership and Family Self Sufficiency programs.
- Performed home inspections for program participants yearly to make sure their rental properties were up to HUD and city codes.
- Admission/discharge planning and community networking.
- Provided conflict resolution with program participants and landlords.
- Made referrals to supportive services.
- Provided assistance in locating affordable housing.
- Provide translation services for Spanish speaking tenants, landlords and staff members.

9/1999-6/2000: **Correctional Counselor/Case Manager-**, New Hampshire Department of Corrections, Laconia, NH.
- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues in regard to their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

11/1997-9/1999: **Outreach Program Coordinator**-New Hampshire AIDS Foundation, Manchester, NH.
- Program planning, development and implementation of a new drop-in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Manchester, New Hampshire.
- Budget planning and grant writing.
- Responsible for evaluation of the program's effectiveness through management of a data base of statistics and monitoring of program outcomes.
- Policy and procedure development.
- Responsible for assuring regulatory compliance with State of NH guidelines for the funding received.
- Provided supervision of all staff and volunteers at the Pine Street Prevention Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided short term clinical services to clients with substance abuse disorders.
- Provide crisis counseling and conflict resolution.
- Provided street outreach to substance abusers and sex workers.
- Provided outreach with the Manchester Health Department's Mobile Van twice a week.
- Provided translation services for Spanish speaking clients.

7/1996-11/1997: **Youth Outreach Counselor**- City of Manchester Office of Youth Services, Manchester, NH.

- Provided street outreach to youth at risk.
- Provided referrals and mentoring.
- Provided short term clinical services to clients with substance abuse disorders.
- Coordinated crisis intervention for at risk clients.
- Provide crisis counseling and conflict resolution.
- Provided translation services for Spanish speaking clients.

6/1994-7/1996: **Substance Abuse Counselor**- Providence Hospital, Holyoke, MA.

- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services, group and individual counseling to clients with substance abuse disorders.
- Responsible for coordination of case management services.
- Completed intake and referrals for eligible clients.
- Facilitated Twelve-Step Groups.
- Facilitated Spanish Speaking Support Groups.
- Coordinated Methadone intakes and insurance billing.
- Provided translation services for Spanish speaking clients

11/1993-6/1995: **Bridge Team Leader**- AIDS Allies, Springfield, MA.

In this part time position, I was responsible for :

- Program development and planning of a drop in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Springfield Massachusetts.
- Responsible for policy and procedure development.
- Responsible for assuring regulatory compliance with the Springfield Health Department funding guidelines.
- Evaluated and supervised all staff and volunteers at the Drop In Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services to clients with substance abuse disorders including counseling and case management/advocacy.
- Provided clothing and created a safe place for sex workers and intravenous drug abusers.
- Provided translation services for Spanish speaking clients.

2/1990-6/1994: **Counselor Advocate**-YWCA, Springfield, MA.

- Provided clinical services to clients affected by domestic violence.
- Provided twenty-four hour hotline coverage for abuse and sexual assault victims.
- Provided Legal advocacy.
- Coordinated services with community providers to ensure appropriate services for clients.
- Facilitated support groups for Spanish speaking clients.
- Provided HIV/AIDS education to residents of the shelter.
- Responsible for assisting with the collection of billing data and demographic and service statistics.
- Provided substance abuse counseling, rape crisis counseling and support groups to the Latina community.
- Provided translation services for Spanish speaking clients.

[redacted]

Spanish (Verbal and Written)

[redacted]

- Manchester Cultural Diversity Task Force — 2004-2008
- Latinos Unidos of NH Advisory Board — 2005-current

[redacted]

1. Lori Seog — Bureau of Programs/NH DOC
2. Lily Ramos-Spooner — Director of Operations/GMAP
3. Edda Cantor — Executive Director/Leadership NH

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	$171,099	0%	$0
Annette Escalante	VP of Operations	$88,000	0%	$0
Patricia Robitaille	VP of Finance	$102,856	0%	$0

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-07)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name HALO Educational Systems		1.4 Contractor Address 44 Roberts Road Canaan, NH 03741	
1.5 Contractor Phone Number 603 359-3321	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $678,400.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Elena VanZandt		1.12 Name and Title of Contractor Signatory Elena VanZandt HALO Managing Director	

1.13 Acknowledgement: State of N.H. , County of GRAFTON

On 25th Feb. , 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
Louise A. Stark

[Seal]

NOTARY PUBLIC NEW HAMPSHIRE LOUISE A. STARK MY COMMISSION EXPIRES APRIL 8, 2020

1.13.2 Name and Title of Notary or Justice of the Peace
Louise A Stark

1.14 State Agency Signature Kathleen A Dunn Date: 3/1/16	1.15 Name and Title of State Agency Signatory Kathleen A Dunn Associate Commissioner
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Megan A. Yeh Attorney	On: 3/7/16
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials EH
Date 2/25/16

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials EJL
Date 8/25/16

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials CN2

Date 2/25/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the general client

population that includes, but not limited to:

3.2.1. Adolescents;

3.2.2. Adults

3.2.3. Pregnant women;

3.2.4. Women with dependent children;

3.2.5. Injection drug users;

3.2.6. Individuals with co-occurring substance use and mental health disorders;

3.2.7. Veterans; and/or

3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for the services in Section 4.1.

4.3. The Contractor shall submit for Department approval, changes to the evidence-based practices in Section 4.2, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Enhanced services remove barriers to a client's participation in treatment or recovery or reduce or remove threats to a client's maintaining participation in treatment and/or recovery such as transportation or child care.

6.1.1.1. Enhanced services include only direct services to the client such as providing transportation to treatment appointments or providing childcare while a client attends a treatment appointment.

6.1.1.2. Enhanced services do not include indirect costs such as marketing, staff training, or staff travel unless such expenses can be shown to be required in order to provide the enhanced service.

6.1.1.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list and a description of the direct services that will be provided under Enhanced Services.

6.1.2. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.2.1.3. A MLADC or LADC

6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date

of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an

intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days

from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at

any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the

contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. A residential facilities license from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or	The Contractor will receive an incentive payment of

Performance Criteria	Incentive Payment
transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the

Contractor submits the data, with priority of funding being for services). Screening disposition data must include:

a. Total number of clients screened for services

b. Number of client screened appropriate for services

c. Number of clients engaging in services who's payer was:

   i. This contract

   ii. New Hampshire Health Protection Plan

   iii. New Hampshire Medicaid

   iv. Medicare

   v. Private Insurance

   vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the vendor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions,

the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for

children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time

to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or
2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are

consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1. To pregnant and injecting drug users first.

24.3.10.2. To other pregnant substance users second.

24.3.10.3. To other injecting drug users third.

24.3.10.4. To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when

each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Enhanced Services (See Section 6) as follows:

5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client.

5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.4.1. Submit separate batches for each billing month.

5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Enhanced Services:

6.1. The Department will reimburse the Contractor for Enhanced Services based on actual activities and services directly provided to the client, as defined in Exhibit A, Section 6.1.1.3

6.2. The Contractor shall be reimbursed up to the amount in Exhibit B-1.

6.3. The Contractor shall submit actual expenses on a Department defined invoice.

6.4. The Contractor shall provide a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.

6.5. The Department will reimburse on allowable expenses, in accordance with applicable state and federal laws and regulations.

6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for enhanced services 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. Invoices must be submitted to:

Financial Manager
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301

7. Payment for Crisis Services to Existing Clients and their Significant Others:
   7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

8. Sliding Fee Scale
   8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Enhanced Services (See Section 7) as follows:
   8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

      8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
      8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
      8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
      8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
      8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
      8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
      8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

   8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Non Reimbursement for Services
   9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

      9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
      9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
      9.1.3. Services covered by Medicare for clients who are eligible for Medicare.
      9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

   9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.

10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

11. Funding may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep records of their activities related to Department programs and services.

13. 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.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
   15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
   15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

      15.2.1. Make cash payments to intended recipients of substance abuse services.

15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	$5.00	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to $350, and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials EJR
Date 2-25-16

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

44 ROBERTS ROAD CANAAN, NH 03741
2 PARK STREET LEBANON, NH 03741

Check ☑ if there are workplaces on file that are not identified here.

Contractor Name: HALO Educational Systems

2-25-16
Date

Name: Elena Von Zandt
Title: Managing Director

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: HALO Educational Systems

2-25-16
Date

Name: Elena Van Zandt
Title: Managing Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: HALO Educational Systems

2-25-16
Date

Name: Elena Vanzandt
Title: Managing Director

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.

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: HALO Educational Systems

2-25-16
Date

Name: Elena Van Zandt
Title: Managing Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: HALO Educational Systems

2-25-16
Date

Name: Elena Van Zandt
Title:

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health & Human Services	HALO Educational Systems
The State	Name of the Contractor
Kathleen A Dunn	
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Elene VanZandt
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Managing Director
Title of Authorized Representative	Title of Authorized Representative
3/1/16	2-25-16
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: HALO Educational Systems

2-25-16
Date

Name: Elena Van Zandt
Title: Managing Director

Contractor Initials EVZ
Date 2-25-16

FORM A

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

1. The DUNS number for your entity is: 006990450

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

   X NO _____ YES

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

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

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

   _____ NO X YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   - 1.1.1. Ownership;
   - 1.1.2. Physical location;
   - 1.1.3. Name.

   1.2. When there is a new administrator, the following shall apply:
   - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
     - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
     - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
     - 1.2.2.3. Copies of applicable licenses for the new administrator;
   - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
     - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
     - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   - 2.1.1. The facility premises;
   - 2.1.2. All programs and services provided under the contract; and
   - 2.1.3. Any records required by the contract.

   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
   - 3.1.2. Imposing a directed POC upon a contractor;
   - 3.1.3. Suspension of a contract; or
   - 3.1.4. Revocation of a contract.

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the contractor deems significant.
12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
12.8.2. Transfer records of clients who have given written consent to another contractor; or
12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
13. Medication Services.
13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
13.2.1. The client's name;
13.2.2. The medication name and strength;
13.2.3. The prescribed dose;
13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and

19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

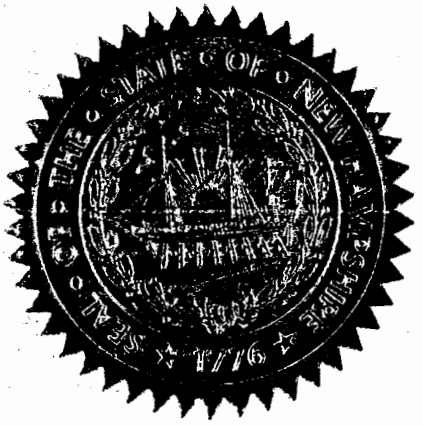
21.6.2. If probable cause exists, including such proof as:

21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that H.A.L.O. Educational Systems, LLC is a New Hampshire limited liability company formed on December 28, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of December, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gerald MARK Coates, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of **HALO EDUCATIONAL SYSTEMS**.
(**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 2-25-16:
(Date)

RESOLVED: That the **Elena VanZandt** Managing Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25 day of February, 20 16.
(Date Contract Signed)

4. Elena VanZandt is the duly elected Managing Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Mark Coates
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 25th day of February 2016,

By Gerald MARK Coates
(Name of Elected Officer of the Agency)

LOUISE A. STARK
MY COMMISSION EXPIRES APRIL 8, 2020
NOTARY PUBLIC NEW HAMPSHIRE

Louise A. Stark
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 4/8/2020

Behavioral Health Purchasing Group, Inc.
The Van Wagner Group
A Division of SterlingRisk
Certificate of Coverage & Purchasing Group Membership

This Certificate should be considered a matter of information only, and is not a contract of insurance. The ability of any insured to recover upon any claim is subject to the terms and conditions of the insurance described in Item 2 below.
In the event that any information in this Certificate conflicts with the terms and conditions of the insurance policies described In Item 2 below, the provisions of such policies control.

NAMED INSURED: Elena MVanZandt
44 Roberts Road
Canaan,NH 03741

ITEM 1. **COVERAGE PERIOD:** Effective: 08/27/2015 - 08/27/2016
At 12:01 A.M. Standard Time At Your Mailing Address Shown Above

This Insurance Shall Not Apply To Any Claim, Suit, Or Loss Involving An Occurrence Which Takes Place Outside Of These Dates.

CERTIFICATE NUMBER: **GLP 461-57-74-00** - EVan602

ITEM 2. **INSURER**

INSURER	**MASTER POLICY NUMBER**
Great American Insurance Company	**GLP 461-57-74-00**

ITEM 3. **SCHEDULE OF CHARGES**

Total Premium, Fees, Surcharges & Taxes (If Applicable):	$184.00	
Premium:	$159.00	Charged By Insurance Company
Purchasing Group Membership Fee:	$25.00	Charged By Purchasing Group
Other State Tax	$0.00	Charged By State Tax
KY Municipal Tax:	$0.00	KY Municipality Tax
KY Surcharge:	$0.00	KY Surcharge

Disclosure Regarding Shared Limits. Members Do Not Share Limits And Each Member Is Provided With Its Own Policy &/Or Certificate of Coverage.

Disclosure Pursuant To Federal Law Regarding Purchasing Groups [U.S.C. 15 3901, Et Seq.] PG Is A "Purchasing Group," As Defined Under Federal Law, Formed To Purchase Liability Insurance On A Group Basis For Its Members To Cover The Similar Or Related Liability Exposure(s) To Which The Members Of PG Are Exposed By Virtue Of Their Related, Similar, Or Common Business Or Service. Members Do Not Share Limits And Each Member Is Provided With Its Own Policy &/Or Certificate of Coverage.

ITEM 4. **LIMITS OF INSURANCE:**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

General Aggregate Limit (Other Than Products Completed Operations)	$3,000,000
Products-Completed Operations Aggregate Limit	$3,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Damage to Premises Rented to You Limit	$ 100,000 (Any One Premises)
Medical Expenses Limit	$ 5,000 (Any One Person)

PROFESSIONAL LIABILITY COVERAGE PART

Aggregate Limit	$3,000,000
Each Act, Error, or Omission Limit	$1,000,000

Please Note: Expenses are outside the coverage limits

ABUSE OR MOLESTATION COVERAGE FORM

Aggregate Limit	$100,000
Each Abuse Limit	$100,000

Please Note: Expenses are outside the coverage limits

ITEM 5. **FORM APPLICABLE TO PURCHASING GROUP MEMBERSHIP**

Certificate of Coverage & Purchasing Group Membership

ITEM 6. FORMS & ENDORSEMENT SCHEDULE

Interline Business Forms and Endorsement Schedule:
IL 70 01 Business PRO Common Dec
IL 00 17 Common Policy Condition
IL 00 23 Nuclear Energy Liability Exclusion (NY)
IL 01 83 NY Changes - Fraud
IL 01 85 NY Changes – Calculation of Premium
IL 09 52 Cap on Losses/Certified Acts of Terrorism
IL 09 85 Terrorism Disclosure
CG 21 67 Fungi or Bacteria Exclusion *
CG 83 38 NY - Changes
IL 70 69 Exclusion Asbestos
IL 71 35 NY Changes – Cancellation or Non-Renewal
IL 73 24 Economic and Trade Sanctions Clause
IL 72 36 Nuclear, Biological, Chemical Exclusion *
IL 72 68 In Witness Clause
IL 72 73 Loss Prevention Services
IL 88 02 Risk Purchasing Group Endorsement

Commercial General Liability Coverage Form
CG 74 00 General Liability Dec Form
CG 00 01 General Liability Coverage Form
CG 01 63 NY Changes – Amendatory Endorsement
CG 01 04 NY Changes – Premium Audit
CG 26 21 NY Changes – Transfer of Duties When a Limit of Insurance is Used UP
CG 21 06 Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability – With Limited Bodily Injury Exception
CG 21 16 Exclusion Designated Professional Services
CG 21 47 Employment Related Practices Exclusion
CG 22 44 Exclusion – Services Furnished by Health Care Providers
CG 21 71 Exclusion of Other Acts of Terrorism Committed Outside the United States; CAP on Losses from Certified Acts of Terrorism
CG 21 76 Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 24 26 Amendment of Insured Contract Definition
CG 80 15 Abuse or Molestation Exclusion
CG 83 69 Silica or Dust Related Exclusion (NY)
CG 83 66 Nuclear, Biological, Chemical Exclusion *
CG 88 02 Allied Health Altercation Expense Coverage
CG 89 47 Allied Health General Liability Broadening Endorsement – Highlights
- Automatic Additional Insureds
- $20,000 Medical Payments
- $1,000,000 Damage to Property Rented to You including the perils of lightening, Explosion, Smoke, Leakage from an Automatic Fire Protection System or water other than Flood
- $5,000 Limited Property Damage to Property of Others
- $1,000 Occurrence; $5,000 Annual Aggregate Property Damage Extension with Voluntary Payments

Professional Liability Coverage Part
CG 87 11 Professional Liability Coverage Dec
CG 87 28 Professional Liability (NY)
CG 83 38 New York Changes
CG 86 92 NY Changes – Transfer of Duties When a Limit of Insurance Is Used Up
CG 86 93 New York Changes – Premium Audit
CG 89 74 Additional Insured – Professional Liability – Automatic Status for Other Parties When Required in Written Contract
CG 88 02 Allied Health Liability Plus
- Peer Review Services
- $25,000/$50,000 Administrative Defense and HIPPA Notification Costs
- Locum Tenens

CG 88 02 Specified Acupuncturist Professional Coverage (Optional Endorsement)

Abuse or Molestation Coverage Part
CG 82 82 Abuse or Molestation Dec
CG 87 65 NY Abuse or Molestation Coverage Form
CG 84 40 Coordination of Limits Endorsement *
CG 89 71 Additional Insured – Abuse or Molestation – Automatic Status for Other Parties When Required in Written Contract

*Not applicable to Members located in New York

ITEM 7. IMPORTANT COVERAGE NOTES & ADDITIONAL TERMS, CONDITIONS & EXCLUSIONS:

1. You Must Notify Us If You Have A Change In Operations Or Exposures Which Increases The Insurance Company's Risk Of Loss.
2. If Any Exclusions, Restrictions Or Amendments Of The Terms Of Coverage Are Shown On The Certificate Of Coverage Issued To A "Certificate Holder", That Exclusion, Restriction Or Amendment Of Coverage Will Be Made Part Of This Policy As Respects To That "Certificate Holder".
3. Other Terms And Conditions Of The Insurance Policies Listed In Item 2 Apply.

HALOE-1 OP ID: CH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2016

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

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

PRODUCER Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Sandra D. Delisle	CONTACT NAME: Sandra D. Delisle PHONE (A/C, No, Ext): 802-295-3329 FAX (A/C, No): 802-296-6126 E-MAIL ADDRESS: sdelisle@kinneypike.com
INSURED Halo Educational Systems LLC Elena Vanzant 44 Roberts Road Canaan, NH 03741	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Riverport Insurance Company — 36684 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		28-27995-16067-249658	03/01/2016	03/01/2017	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							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)

Workers Compensation Statutory Coverage applies in NH. Elena Vanzant is an Excluded Officer.

CERTIFICATE HOLDER

DHHSSNH

Department of Health &
Human Services, State of NH
129 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

Sandra D. Delisle

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/03/2016

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

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

PRODUCER	CONTACT NAME:	
The Van Wagner Group A Division of SterlingRisk P.O. Box 9017 Woodbury, New York 11797	PHONE (A/C, No, Ext): 800-735-1588	FAX (A/C, No): 888-290-0302
	E-MAIL ADDRESS: insurance@vanwagnergroup.com	
	PRODUCER CUSTOMER ID #: 378559	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
EVan602 Halo Educational System LLC 44 Roberts Road Canaan, NH 03741	INSURER A: Great American Insurance Company	16691
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	GLP 461-57-74-00	8/27/2015	8/27/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability	Y	Y	GLP 461-74-57-00	8/27/2015	8/27/2016	Each Incident Aggregate	$ 1,000,000 $ 3,000,000

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

Certificate Holder is included as Additional Insured with respects to services provided by Named Insured

CERTIFICATE HOLDER

DHHS, State of NH
129 Pleasant Street
Concord NH 03301
603.271.9076

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

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Mission

The Mission of H.A.L.O. Educational Systems, LLC is:
to strengthen the quality of life and functioning in individuals, families, teams and organizations by gaining sustainability and effectiveness. We are committed to training others to increase knowledge and understanding. We skillfully offer services to promote your maximum potential.

Vision

Our Vision is:
to be an effective, responsive, caring, and continually improving organization that promotes the maximum potential and satisfaction of those we serve.

ElenaVanZandt@HALOEducationalSystems.com ~603-359-3321~ 44 Roberts Rd. Canaan, NH 03741

December 9, 2015

Contracts & Procurement
DHHS, State of NH
129 Pleasant St.
Concord, NH 03301

RE: **HALO Educational Systems**

Dear Ms. Catherine A. Cormier;

As an organization with very limited financial resources, we are not required by state or federal statute to obtain a certificate of audit. Thereby we are electing not to obtain such certificate of audit. We are including our uncertified financial statements and certify that the financial statements are correct in all material respects.

HALO also has AccounTaxUSA, Twin State Business Services, John Rezzonico ,50A Main Street, West Lebanon, NH 03784 help guide our financial process.

As Managing Director, I am signing that under penalty of unsworn falsification our financial statements are correct.

If you should have any questions please do not hesitate to call 603-359-3321

Elena VanZandt; *MEd, MLADC, CPS*
Director HALO Educational Systems, LLC

H.A.L.O. Educational Systems, LLC
Profit & Loss
January through December 2014

	Jan - Dec 14
Ordinary Income/Expense	
Income	
CONTRACT SERVICES	12,200.00
DIRECT SERVICES	
Health Plan Insurance Payment	902.50
DIRECT SERVICES - Other	2,260.00
Total DIRECT SERVICES	3,162.50
GOVERNMENT CONTRACTING	
Consulting Government	11,000.00
Total GOVERNMENT CONTRACTING	11,000.00
Sales	11,946.50
Uncategorized Income	225.00
Total Income	38,534.00
Expense	
Advertising and Promotions	50.00
Charitable expense	280.50
Continuing Education	250.00
Dues and Subscriptions	115.00
Equipment	325.00
Insurance	743.00
Liabitlity Insurance	167.00
Licenses and Permits	275.00
Magazine Subscription Dues	29.95
Postage and Delivery	136.49
Rent	40.00
Repairs and Maintenance	796.65
Security System Monitoring	240.00
Supplies and Materials	6,155.67
training event	165.00
Utilities	2,311.00
Total Expense	12,080.26
Net Ordinary Income	26,453.74
Net Income	**26,453.74**

H.A.L.O. Educational Systems, LLC
Balance Sheet
As of December 31, 2014

	Dec 31, 14
ASSETS	
Current Assets	
Checking/Savings	
Mascoma	897.65
Total Checking/Savings	897.65
Accounts Receivable	
Accounts Receivable	-264,376.15
Total Accounts Receivable	-264,376.15
Other Current Assets	
Cash on Hand	1,870.00
Owner equity	-2,700.00
Undeposited Funds	282,044.54
Total Other Current Assets	281,214.54
Total Current Assets	17,736.04
TOTAL ASSETS	**17,736.04**
LIABILITIES & EQUITY	
Equity	
(ROC) Return OF Capital	-52,020.00
Opening Balance Equity	-2,600.00
Owner's Capital	2,820.00
Retained Earnings	43,082.30
Net Income	26,453.74
Total Equity	17,736.04
TOTAL LIABILITIES & EQUITY	**17,736.04**



Heidi M. S. Passalacqua BSN, RN

Objective To utilize my practice of Reiki in combination with my medical knowledge to combat trauma and addictions

Skills

Management Experience

- Supervise, assess and implement the care of infants ranging in gestational age from 24 to 42 weeks with various medical and surgical conditions
- Supervise, assess and implement care of adult age through end of life while in home and long term care setting
- On call nurse handling staffing issues, troubleshooting, admitting new patients and case management; utilizing customer service skills in family centered approach
- Function as a team leader in home health agency supervising Registered nurses, Licensed Practical Nurses and Home Health Aides with 120-140 patient load while carrying my own caseload
- Function as chair of hayride committee with responsibility to plan, implement and assess a four day event in October with 270 plus volunteers of ages 5-70.
- Responsible for providing and supervising direct and indirect total nursing care to an assigned group of patients by utilizing the nursing process through a team approach
- Management and supervision of staff in small breeding farm, handling budget, breeding, training and showing. (Also instruction provided to all ages in all aspects of managing horse farm).
- Collaborate with physicians, equipment companies, and community services such as Department of Health, WIC, Family Educator, Head Start, Family Infant Toddler, Community Action, PATH, and other services in provision of care
- Property management for three apartments, two houses and seven condominiums.
- Function as vice president for collegiate fan based Blue Line Club, as well as events director for Blue Line Club at Norwich University
- Function as public member for gubernatorial appointed Board of Architecture charged with regulating state of Vermont licensed Architects.
- Responsible for assessments on an ongoing basis through Centers for Medicaid and Medicare as a Certified Resident Assessment Coordinator for a 50 bed private long-term care facility.

Training Experience

- Provide instruction on nutrition and newborn care to family members
- Instruct and provide educational information regarding various neonatal disease processes, treatment modalities as well as Well Child Care
- Instruct all age and educational level groups in community CPR, babysitting, coaching and sports safety through the American Red Cross
- Instruct and support families in home care regarding disease process, primary care through end of life.
- Sports injury prevention, how to recognize; how to prevent first aid. SCAT 2 administration of concussion testing for high school
- School nurse certified for preschool to twelfth grade
- Level 1 practitioner of Reiki and mindfulness relaxation healing approach

Organizational experience

- Organize and implement fundraising events for area youth utilizing help from 276-300 local volunteers
- Assisted in writing initial grant from Department of Justice for Drug Free Communities and wrote sub grant to be awarded funding for local substance free activities for Central Vermont Youth for four years in a row
- Assisted in obtaining a rural development grant for AED for first responders in Northfield
- Obtained support in purchasing AED for Norwich Security
- Served on "weight room Committee", member at Norwich University charged with updating equipment, and making recommendations to Board of Trustees at Norwich University
- Organize and implement parade float for Soccer Club, as well as 25th celebration of youth soccer
- Organize alumni soccer players from Northfield for 30th anniversary campaign for implementing new player benches, soccer game and dinner
- Organize and conduct home visits on prenatal and postpartum women focusing on growth and development, nutrition and counseling
- Perform independently as high tech nurse in home setting with ventilators, suction, monitors and tubs
- Perform neonatal physical assessments, formulate nursing diagnosis and individual care plans
- Perform duties as iv nurse for in home therapies, peripheral line insertion and blood drawings
- Perform screenings for vision, hearing, scoliosis, blood pressure, health and nutrition, for adolescents. Perform cardiac risk screenings for women
- Provide psychosocial support to infants their families and elder population
- Perform survey research and collate data and report to local school board on implementing full day kindergarten
- Organize and implement events such as an auction, and post game events for Norwich University as volunteer
- Awarded good citizenship award from Norwich blue line club as well as volunteer of the year 2005
- Refer and collaborate with families with children of life threatening illness with make a wish Vermont

Experience

2016-present	Central Vermont Medical Center	Berlin, VT
2010-2016	Mayo Rehabilitation and Continuing Care	Northfield, VT
1996-2010	Visiting Nurse Alliance of Vermont & New Hampshire	Lebanon, NH
1993-1996	Kettering Medical Center Home Care	Kettering, OH
1992-1993	Visiting Nurse Alliance of Vermont & New Hampshire	Randolph, VT
1991-1992	Professional Nurses Service, Inc.	Burlington, VT
1990-1991	Rhode Island Hospital	Providence, RI

Education

1986-1990	University of Vermont; BS, Nursing	Burlington, VT
1990	Registered Nurse Board; Licensed	Providence, RI

Professional & Civic Interests

* American Red Cross Volunteer
* Instructor Community CPR, First Aid, Sports safety and Babysitting
*Northfield Dynamos Soccer Club, Coach; secretary, President of Board of Directors
*Northfield Youth Center, member of the Board of Directors
*Norwich University, member of the Alden Partridge Society, **Lifetime** level giver
*Town of Northfield Recreation committee secretary
* Booster Club Board of Directors
*Representative for VNA directors of Maternal Child health Vermont Assembly of Home Health Agencies
*Norwich University Blue Line Club board of director; past vice president; events director
*University of Vermont Green Mountain Circle level giver
*Gubernatorial appointed member Board of Architects State of Vermont
*VT campus compact engaged community partner award recipient
*Member and supporter MGAA of Norwich University
*State diploma certificate national Soccer Coaches Association of America coach
*member Vermont Grape and Wine Council

Interests

Family, soccer, writing, grape growing, coaching, horses, traveling, education, service, Fundraising, author

Resume of Dr. Michael Krause

Michael D. Krause, Ph.D

Dr. Michael Krause is soldier, leader, educator and trainer.

In his recent capacity as dean of Valley Forge Military College, he instituted a Leadership Development program for the entire College. The program consisted three interactive forums: College Formations held monthly with the entire cadet corps and staff and faculty; Senior Leadership Forum conducted quarterly with invited Senior Leaders from government, military and private industry to discuss integrity and character building issues; and, Leadership Staff Rides to Gettysburg and Valley Forge battlefields and encampments; all to utilize the past, guide understanding of the present and create vision for future leaders by on site application of decision making under stress. The action mantra was: To build leaders of character for the future.

At the National War College and Industrial College of the Armed Forces in Washington, DC, Professor Krause taught the Art of War and Commanders and Campaigns for future senior leaders. He integrated use of such applicatory techniques as simulation, staff rides and practicum to improve understanding of leadership traits. Each medium held to requirements for decision making from leaders of the past, for leaders of the present and future. Both Colleges are still using these programs today.

In industry Dr. Krause innovated the use of experiential based education and training using simulation technology for leaders in the energy and power generation fields. Working with industry leaders he formulated university based development programs using simulation based education and training for mid-level managers and leaders. In partnership with industry, he established "education through simulation" centers at various academic institutions; notably the Emirates Simulation Academy, Higher Colleges of Technology, Abu Dhabi, UAE; Strathclyde University, Glasgow Scotland, UK; and Georgia Institute of Technology, Atlanta, GA. These centers assist in educating engineers to fully comprehend the requirements of each team member's sector of responsibility.

Acting as an agent for change for the Defense Department, Dr. Krause organized a series of leadership programs – dubbed "Wise Person" seminars. This three-day senior leader development program brought together leaders of industry, government and the military focused upon specific issues. Normally these seminars were conducted at the Army's Center for Strategic Leadership, Carlisle Barracks, PA. Additionally, Dr. Krause conducted a series of leader development seminars for the Department of the Army major commands. These leadership seminars focused upon the conduct of recent joint operations. He instituted a "whole-of-government" organizational approach to deal with a crisis environment. He developed a leader's framework for utilization by participants to aid their understanding of crisis decision-making in recent past humanitarian or military crisis.

For the last thirty years, Dr. Krause taught at every level from undergraduate school to graduate level. At the United States Military Academy, West Point, NY, he mentored and counseled cadets for over four years. As teacher in civilian universities, University of Kentucky, at Fort Knox; University of Maryland, at Frankfurt, Germany; Saigon, Vietnam; and, Chapman College, Fort Ord, CA; he individually counseled and mentored students; at graduate level he advised, mentored and taught senior level students at the National War College, Washington, DC; the Naval War College Continuing Education Program, Newport, RI; and the American Military University; in all institution he continued to advise, educate and mentor students.

In military service, then Colonel Krause instituted leadership mentoring and counseling programs for members of his various commands. In Germany this included leadership responsibilities for military communities that included over 22 military units with a 5,000 civilian dependent population. Inherently, community leadership development in security, safety, maintenance, sports and community action programs were paramount. He innovated leadership programs that sought to increase prevention of alcohol and drug abuse to save community members' and soldiers' lives. He institutionalized programs, which improved unit cohesion and morale of the military community. In Colonel Krause's command, leadership programs were instituted through integrated physical, psychological and professional programs. These programs included physical training and preparation, professional development subject at all levels; and emotional and psychological preparation for higher-level leadership responsibilities. All programs focused on increased readiness for combat.

EDUCATION

B.A. (History), Norwich University, Northfield, Vermont (1964)

M.A. (Modern European History), Georgetown University, Washington, D.C. (1966)

Ph.D. (Modern European History), Georgetown University, Washington, D.C. (1968)

Diploma, U.S. Army Command and General Staff College, Fort Leavenworth, Kansas (1978)

Diploma, National War College, Fort Lesley J. McNair, Washington, D.C. (1985).

Service schools:

Armor Officer Basic Course, Fort Knox, Kentucky (1967); Supply Officers Management Course, Fort Lee, Virginia (1968); Military Advisor Training Advisor Course, Fort Bragg, North Carolina (1968); Vietnamese Language Training Course, Fort Bliss, Texas (1968); Ordnance Advanced Course, Aberdeen Proving Ground, Maryland (1970); Defense Language Institute, Monterey, California (1974); and National Security Management Course, National Defense University, Washington, D.C. (1978).

Experience:

Dean of Valley Forge Military College, Wayne, PA, (July 2008 – June 2009)
Professor of Strategy and Military History, National War College, Fort Lesley J. McNair, Washington, D.C. (1986-90);
Instructor and Assistant Professor, Department of History, U.S. Military Academy, West Point, New York (1970-74)

Adjunct teaching:

University of Kentucky, Louisville, Kentucky (1967-68); University of Maryland (Far East Division), Saigon, Republic of Vietnam (1969); Chapman College, Fort Ord, California (1975-77); University of Maryland (European Division), Frankfurt, Federal Republic of Germany (1982-84); Naval War College, Newport, Rhode Island(1992-95); and American Military University, Herndon, Virginia (1992-96); normally adjunct professor.

Politico-Military Officer, Joint Staff, Pentagon, Washington, DC 1978-81

- Conducted political military simulations – wrote the scenario for the National Security Council and executive department wide simulation for major war conducted by the joint staff and other, to innovative an integrated use of all the instruments of power – including the military.
- Interviewed cabinet level officials, ambassadors, combatant commanders and leading thinkers and activators, as well as industry leaders.
- Conducted special missions, as directed.

Assistant Professor of History, United States Military Academy, West Point, NY 1970-1974

- Taught European, diplomatic and military history to cadets who are now in positions of leadership.
- Mentored cadets toward leadership roles

Professor of Strategy and Military History, National War College, National Defense University, Washington, DC 1985-1989

- Served in various positions to enhance leadership development, training and decision-making.
- As professor of strategy and policy at the National War College and Industrial College of the Armed Forces, developed a series of leadership decision exercises for officers and civilians attending the College. One course concentrated on commanders and campaigns. Used historical case studies to concentrate on the leadership factors required to make decisions. Another innovative leadership development method was the use of a staff ride

methodology for leader decision-making. Used the historic battlefield of Gettysburg – among others – to inculcate leadership requirements for critical decision-making. Another methodology used an end of course *practicum* on leadership decision-making methodology for the entire University – both the National and Industrial Colleges' – student body.

- Taught the Art of War, Strategy and Policy, Commanders and Campaigns, Operational Art and conducted campaign staff rides, including Normandy, Jena Auerstadt, Chancellorsville, Antietam and Gettysburg. Institutionalized the "Gettysburg Campaign Staff Ride" for both the National War College and the Industrial College of the Armed Forces: It is still in use today. Wrote a manuscript entitled "Military Thinkers and Planners before the First World War: A study in transformational change." Innovated the concept of operational leadership and direction. Published a number of works *On Operational Art* published by the Center of Military History.
- Utilized exercises and simulations to constitute war games – either historically or futuristically based – using a framework of analysis based on operational direction.
- Mentored and coached student who are now in highest positions of leadership responsibility.

As President KRI from 9/92 to present

- Wrote "Revolutionizing Military Logistics" White Paper. Spoke at most major logistics forum conducted by the military establishment during this critical period of change.

- Was accepted by the Army Science Board as member and chair for major studies.

- Lectured at the Combined Arms Support Center, Ft. Lee, VA. These seminars were conducted in a TV studio for educational broadcast by the US Army Management College.

- Conducted battlefield staff rides for government, military and civilian agencies. Designed a learning framework to prepare experience, understand, and learn from an on-site assessment survey of major American and international battlefields. Within the Washington, DC area the American Civil War -- Gettysburg Campaign -- served as the centerpiece for understanding the experience of leaders' decision-making and motivation. Technological, organizational and leadership capability were highlighted. After action reviews – what happened – what was supposed to occur and what could be learned from the experience – were conducted.

- Conducted a series of operational campaign analysis of recent historical events, including the Panama operation, Mogadishu, Rwanda, first Gulf war, Hurricane Andrew and other recent commitment of US and Allied military forces for government agencies. These series of analytic seminars were chaired by the operational military and civilian (ambassadorial) commanders – usually at four/three star and civilian equivalent level - Constructed a framework of analysis and requested seminar participants to present specific elements of this framework. A number of these theater campaign analyses were published.

- Lectured on strategy and policy with Admiral Stansfield Turner for the University of Maryland, School of Business, College Park, MD; and the Naval War College Continuing Education Program at Patuxent River, Maryland, National Security Agency, Ft. Meade, MD; Navy Yard Washington, DC and the Pentagon; and the American Military College.

- Pioneered experiential leader development for government agencies and private industry through the use of battlefield staff rides and simulation technology.

- Conducted forums for change: Launched a series of senior seminars, sponsored by the Army logistics community, intent on adopting "revolutionary" approaches from industry. Brought C-level industry and senior – lieutenant general, general and civilian assistant, deputy and secretary – level from the active and retired military and civilian community and conducted these seminars primarily at the Army War College at the Center for Strategic Leadership, Carlisle Barracks, Pennsylvania. These seminars – dubbed "Wise Person Seminars" were held for a period of three years and resulted in the verification of transformational – revolutionary – change. Total asset visibility, in transit visibility, radio-frequency tags, data base visibility, communication linkage all became accepted standards for the movement of logistics in an expeditionary military force.

As Senior Educational Advisor, GSE Systems, Inc. From: 8/05 to 6/08

Responsible for ensuring business development of simulation education centers for selected power and energy industries in partnership with selected institution of higher learning

- Developed the concept of experiential based learning: "Education through simulation" to differentiate the GSE, Systems business line

- Pioneered the opportunity to build the Emirates Simulation Academy with industry partners – Al Qudra Holding, the Center of Excellence for Research and Technology, and the Higher Colleges of Technology, Abu Dhabi, United Arab Emirates, which resulted in an $18 million contract

- Opened similar simulation learning centers at Strathclyde University, Glasgow, Scotland; and Global Learning Center, Georgia Institute of Technology, Atlanta, Georgia

- Expanded the simulation learning center concept to other areas including openings in Baku, Azerbaijan

Experience – Leadership Coaching

The resume, military service, academic and leadership experience of Michael Krause, Ph.D, president of KRI; Inc., are further detailed below:

In his capacity as strategic planner, Dr. Krause coached and advised numerous leaders in several different forums.

As part of an integrated military and civilian planning team, he formulated the plans for the training of Haitian police officers and the restoration of the ministry of justice. During the implementation phase of this plan, Dr. Krause coached the military leaders with emphasis on civil actions required.

As part of the implementation of changed internal security procedures after 9/11, Dr. Krause coached the leadership of large corporations on the need for responsive communications, leadership by example and proactive agenda setting.

In the initiation of a strategic plan for a major corporation, Dr. Krause advised the leadership on implementation timing and sequencing of the plan. Further he advised leaders to formulate and act upon progress reports and the need for flexibility as well as synchronization of actions.

In his capacity as educational advisor for one company, he coached leaders on the impact of experiential based learning and how it effected their simulation product.

Both as teacher and dean, Dr. Krause coached staff and faculty as well as students. Since there was no designated cadet female advisor, Dean Krause, selected the associate Dean to assist and coach female cadets at Valley Forge Military College and assisted her in the performance of this coaching role.

Listing of Dr. Krause's Inter-agency Participation

1. 1988 Vienna, Austria and Soviet National Security Advisor. Subsequent debrief with intelligence agencies, Joint Staff, National War College, Army etc.
2. 1980 JCS European fact finding mission; National Security mission to alert leaders to impending sensitive operation
3. 2003 Private emissary to Turkey Mission: Travel to Turkey to meet with military leaders, [J-2, J-3 Special Ops]; business leader, especially construction and transport; academic military schools 2003; brief-back to Central Command Commander
4. 1990 Commemoration of Gallipoli 1915 [Chanakkale], talk with Turkish military and political leaders
5. 1994/ Haiti Invasion planning for police security training; strategic planning for Department of Justice, FBI, Department of State and JCS
6. 1990/1/2 Desert Shield/Storm strategic planning, execution and return; land sea, air logistics
7. 2010 House Appropriations Committee fact finding – all services and Central Command AOR; sensitive
8. 1989 JCS mission to Poland; start historic military to military talks
9. 1979 JCS Plan and conduct *Olympiad* political and military war game– all executive department participation with National Security Advisor, and cabinet level officials
10. 1985-89 Afghanistan fighters de-brief exchange at National War College
11. 1988 – Capstone campaign planning exercise against the "soft under belly" of the Soviet Union at National Defense University
12. 2006 Homeland Security- FEMA Exercise on US infrastructure vulnerability, sensitive
13. 1980 Berlin, JCS; German Grenzschutz L-9; Israel, UK M-6; Terrorism Exercise
14. 1991 Simulation of "73 Easting" IDA, Army, French AMC and Ecole Superieur de la Guerre
15. 1992- 2004 Army Science Board (ASB) – fact finding Boeing "Phantom" Lockheed Martin "Skunk Works"; Fast Ship Atlantic; "How to get to the fight faster"
16. 1999 - ASB Unmanned Aircraft Vehicles – Armed to fly and fight in Kosovo
17. 2003-2008 Lead participant in multiple international agencies, academic institutions and power generation companies to use simulation technology for power generation companies, nuclear, single and conventional combined cycle, desalinization, oil drilling and refinery simulators; formed the UAE Emirates Simulation Academy; "Education & Training through Simulation"

Donlon N. Wade, BA, LADC

[redacted]

Achievements and Abilities

Recognized authority with over forty years experience in alcohol and drug abuse prevention, education, and counseling. In 1970 helped create, and over the years develop, Headrest, a 24-hour crisis hotline, shelter, and alcohol and drug treatment and prevention program. Director of Headrest Alcohol and Drug Abuse Prevention (HADAP) program. Thirty-two years' experience facilitating groups for men who batter.

Administration

- Supervised Headrest's Alcohol and Drug Abuse Prevention services and staff.
- Planned annual budget for HADAP programs and contact for all New Hampshire Division of Alcohol and Drug Abuse (NH DADAPAR) proposals.
- Compiled statistics for reports regarding staff and clients, organized outreach and fundraising
- Facilitated staff and policy meetings, attended state agency meetings.

Alcohol and Drug Crisis Intervention

- Overall responsibility for Headrest Alcohol and Drug Crisis Intervention Services.
- Screened, evaluated, admitted, counseled and referred clients appropriately.
- Maintained client records for agency and NH DADAPAR.
- Provided support and training for certified EMTs to conduct medical screening assessments.

Substance Abuse Counseling

- Responsible for screening and assessment of clients to determine appropriate treatment plans.
- Individual and group counseling.
- Monitored and assisted clients in progressing toward treatment plan goals.
- Made appropriate outside referrals and assisted with placement based on client need.
- Maintained and completed client records and forms.
- Supervised continuing education and training for staff.
- Co-facilitated group for men who batter.

Experience in Educational Settings

- Classroom presentations and workshops on alcohol, tobacco, drug and anger management in all Upper Valley middle and high schools, Dartmouth Medical School, Dartmouth-Hitchcock School of Nursing, Lebanon Learning Center, Goddard College and Crossroads Academy.
- Fourteen years as Student Assistance Professional at Mascoma Valley Regional High School and Indian River Middle School dealing with drug and alcohol abuse and prevention, crisis and suicide assessments, anger management, assessment and referral, remedial sports, individual and group counseling

- Windsor County Regional Prevention Coordinator for Vermont Alcohol and Drug Abuse Division. Organized, facilitated and trained teachers, administrators and community members throughout the county around alcohol and drug abuse prevention issues.
- Summer staff member, New Hampshire Teen Institute (1999 – present).

Employment Experience

2001 – present	**Student Assistance Professional** at ***Mascoma Valley Regional High School and Indian River Middle School***
2001 – present	**Private Practice Counselor,** Consultant and Trainer.
2001 – present	**Onsite Substance Abuse Counselor** for Families & Students, MVRHS.
1999 – present	**Counseling Director, NH Teen Institute and Leadership In Prevention,** weeklong program for teens, involving leadership and prevention training
2004—present	**Support Group Young Adults in Recovery**, Second Growth Foundation.
2001 – 2002	**Tobacco Prevention Coordinator,** Hartford School District.
1971 – 2001	**Headrest, Inc.,** Lebanon, NH

Clinical Director	1996 – 2001
HADAP Coordinator	1981 – 2001
Director of Development	1984 – 1988, 2000-2001
Executive Director	1977 – 1984, 2000
Co-Director	1974 – 1977
Substance Abuse Counselor	1972 – 2001

1978	**Regional Prevention Coordinator,** Vermont Alcohol and Drug Abuse Division (ADAD), Windsor County.
1978 – 1981	**Adjunct Instructor,** Dartmouth Medical School.
1975 – 1988	**Consultant,** Vermont ADAD.
1975	**Adjunct Instructor,** Dartmouth-Hitchcock School of Nursing.
1977	**Instructor,** Goddard College Adult Education Program.
1971 – 1977	**Resource Faculty,** Lebanon Learning Center.

Education

Earlham College, Richmond, Indiana, Bachelor of Arts, 1970.

Certifications

National Certified Alcohol and Drug Abuse Counselor (NCADAC),

Licensed Alcohol and Drug Counselor (LADC),

New Hampshire State Certified 1983, New Hampshire State Licensed 1999.

Awards and Recognitions President George Bush, 1000 Points of Light Award, August 1991, Jefferson Award, SelflessSupport of the Teen Institute and the Youth of New Hampshire, 2004, Grafton Star Grange, Community Citizenship, 2006.

Erica J. Burnham

[redacted]

EXPERIENCE

After School Program Senior Counselor
Campton Parks and Recreation — Campton, NH — 2012-Present
- Supervise and instruct children grades K-8
- Plan enrichment activities
- Delegate work to other counselors

Camp Supervisor
Campton Parks and Recreation — Campton, NH — 2012-Present
- Oversee staff
- Organize daily activities
- Supervise and instruct children grades K-8

Tennis Coach
Plymouth Regional High School — Plymouth, NH — 2014-2015
- Created daily practice routines for 20 girls
- Directed and facilitated home matches

Program Coordinator
Meredith Parks and Recreation — Meredith, NH — 2010-2012
- Developed, implemented, and supervised various adult and youth programs
- Updated website, created program brochures and press releases
- Organized special events
- Directed Summer Camp
- Supervised staff
- Developed and implemented summer schedule

Secretary
Meredith Parks and Recreation — Meredith, NH — 2009-2010
- Created press releases as well as brochures and marketing material
- Updated online calendar daily
- Answered phones and assisted community members
- Processed and scheduled room rentals, meetings, and other events

After School Director
Meredith Parks and Recreation — Meredith, NH — 2008-2009
- Planned and implemented curriculum for grades 1-8
- Supervised staff and facilitated staff meetings

Paraeducator
Plymouth Elementary School — Plymouth, NH — 2007-2008
- Provided one on one supervision and guidance to a child with special needs in the resource room as well as in the mainstream classroom
- Provided supervision and instruction to several students in the special needs classroom

Youth Activities Specialist
Communities for Alcohol and Drug-free Youth Plymouth, NH 2006-2008

- Coordinated and implemented curriculum for middle and high school groups- "The Launch" and "LIFE" in the Newfound and Plymouth areas
- Organized and facilitated weekly group meetings
- Planned and supervised youth trips and activities
- Assisted in program event planning
- Created press releases and developed program marketing materials
- Assisted with administrative tasks

EDUCATION AND RECOGNITIONS

Plymouth State University 2007
Bachelor of Science Social Work, Child and Family Services focus

- Graduated Magna Cum Laude
- First Aid and CPR Certified

Elena M. S. VanZandt, MEd, MLADC, CPS
HALO Educational Systems-New England
[redacted]

PROFILE & QUALIFICATIONS

Trained as an International Subject Mater Expert in Alcohol, Other Drugs, and Co-occurring Disorders, with a vast background in trauma work and a balanced side of Mindfulness Training. Practicing from the realm of (NLP) Neuro-Linguistic Programming and Motivational Enhancement extending principles of the Korem Profile system into clinical work with adolescents and families. Administration and interpreter of personality assessments.

1991	Bachelor:	Health Education	Plymouth State College
	Minor:	Psychology	
	Specialty:	Substance Abuse Counseling	
2003	Masters	Education / Counseling	Plymouth State College
		Certification School Counseling K -12	
2006	LADC	IC-RC License Alcohol Drug Abuse Counselor	NH State ATOD
2007	MLADC	IC-RC Advance License Alcohol Other Drug	International Certification & Reciprocity Consortium
2008	CPS	IC-RC Certified Prevention Specialist	International Certification & Reciprocity Consortium NH Prevention Board

PROFESSIONAL PREPARATION

- DRE- Drug Recognition Expert Trained
- Neurofeedback, Treating the Unstable Brain
- MBTI- Myers Briggs Type Indicator
- Institute of Brain Potential- Memory, Developing Positive Emotional Habits
- ABA Applied Behavioral Analysis
- MET/CBT Motivational Enhancement & Cognitive Behavioral Facilitator Trained
- Seeking Safety Curriculum Facilitator Trained– Trauma & Addiction
- American Red Cross AED, CPR Adult, Child Infant, First Aid, Babysitting, Life Guard, 1st responder-Instructor
- CPI- Crisis Prevention Intervention Response Trained
- DSM 5: Common Mental Health Disorders, Co-Occurring Diagnosis
- Team Harmony- Humility, Empathy, Persistence, Diligence, Integrity, Citizenship
- Scared Straight- Violence Prevention, Adult Facilitator
- Prime For Life- Substance Abuse Instructor Facilitator
- Guiding Good Choices Instructor Facilitator-Family
- F.A.S.T.E.R Instructor Facilitator - Family
- CYT- Cannabis Youth Treatment
- Comprehensive Program of Dealing With Change- Who Moved My Cheese- Trainer
- ADA-American Disability Act & 504 Special Education & Learning Disabilities Trained

PROFESSIONAL EXPERIENCE

- Managing Director, (HALO) Helping All Learn Options- Canaan, NH 2009-Current
  - National Association of Government Contractors
  - NH State Board Prevention Specialists
- Director, (CCGS) *Catelena Consulting & Grant Services,- Canaan, NH* *2007-2009*
  - Interim Executive Director, (NHTWR) NH Taskforce Women and Recovery- Manchester, NH
- Out Reach Director Headrest- *Lebanon, NH* *2005- May, 2009*
  - *(OP) Out Patient & (IOP) Intensive Out Patient Counselor VT/NH*
- Counselor,/ Youth & Family Advocacy , *Second Growth-Lebanon, Hanover, NH* *2003- 2006*

TEACHING/ CONSULTING

- (NSWDG) Naval Special Warfare Development Group (2010-2012) 4 Courses- uniquely designed; Communications, Geospacial Technology, Negotiations, Leadership. Theses course opportunities extended for the SOF community are college credit approved by Norwich University (NU). They are transferable into the Strategic Studies and Defense Analysis (SSDA) program. We also offer professional development courses sponsored by NU and receive CEU's. Norwich University is accredited by the New England Association of Schools and Colleges, Inc.
- Veterans Hospital, Friends of Veterans Organization (FOV) WRJ, VT (2008-2009) Agency & Technology Development, Board creation, Personnel & Program Policy Manual & Fundraising events
- Town of Dorchester, NH; (2009) Historic Military Cemetery Reconnaissance Identification
- Town of Canaan, NH (2009) Emergency Management System (EMS)

Indicated Population Trainings:

- (DHMC) Dartmouth Hitchcock Hospital, Lebanon, NH. *Momentum*, Weekly Working to Build Resiliency with High Rick Adolescent Girls
- First Baptist Church, Lebanon, NH. *Keeping It Simple*, Weekly Children of Alcoholic or Addictions Support
- South Western Community Services, Claremont, NH; Men's, Transitional, Women's and Family Homeless Shelter. *Co-Occurring Systems of Care*
- Turning Point, WRJ, VT. *Making Change*, Weekly Co-facilitator Youth committed or interested in recovery
- (SKY) Support *Children of Incarcerated Family Members*, Sullivan County Department of Corrections, Unity, NH
- Goffstown Women's Prison, NH
- Grafton County Court Probation & Parole, NH (IOP) Intensive Outpatient Treatment Program

Facilitating Selected Population Trainings:

- Building Community, Low-Income Housing Communities: Romano Circle Association, Pine Tree, Beechwood, West Lebanon, NH
- Grief Support Groups, EMS Northfield, VT
- Crisis Response Team Support, Claremont, NH
- Teen Pregnant and Parenting Teens, Hannah House, Lebanon, NH
- Operation Impact, Grafton County Corrections, Haverhill, NH

Teaching Universal Student/Staff Trainings:

- Bristol Elementary School, K-6 Bristol, VT
- Crossroads Academy, K-8, Lyme, NH
- Indian River Middle School, 5-8, Canaan, NH
- NH SAU # 23
- NH SAU #88
- NH SAU # 6

PRESENTING

- NH-FAPA Foster & Adoptive Parent Annual Conference PSU Plymouth, NH
- New Hampshire School Nurses Association (NHSNA) Spring Conference Bedford, NH
- (ReXark Inspirational Talks) [Original recording] [Audio CD] Available thru Amazon.com)
  17th Annual Bridging the Gap, AA and The Professional Community (AA Vermont BTG Workshop Weekend)
- Mapping The Addiction Maze, Panel Guest, DHMC Community Health Improvement and Benefit Department (CHIB)
- Anne's Place Domestic Violence Shelter, WRJ, VT
- Family Place, Norwich, VT
- Upper Valley Business and Education Partnership, Hanover, NH
- Bradford Health Services- Bradford, VT
- Alice Peck Day Hospital, Parenting Lecture Series, Lebanon, NH

CLINCIAL PRACTICE

- Dartmouth Hitchcock Hospital, Lebanon, NH
- Headrest Lebanon, NH
- Lakes Region General Hospital, Laconia, NH

AFFILIATIONS

- NH Prevention Certification Board Member
- Institute of Brain Potential Volunteer Planner
- NH Strategic Prevention Network (SPF) Framework Planning member
- NH Providers Association
- Substance Misuse Regional Network
- Mascoma Valley Prevention Network (MVPN)
- All Together Coalition Board Member
- New Futures & Access To Recovery (ATR)
- NH Alcohol & Drug abuse counselors association NHADACA

Janet R. Sullivan, L.A.D.C. [redacted]

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OBJECTIVE

Licensed substance abuse counselor with clinical supervisory experience and excellent references seeks a position where outstanding service with proven results in all age groups is valued.

QUALIFICATIONS

Family leave to care for elderly parents 2005 – 2010

Licensed Substance Abuse Counselor/Clinical Supervisor 1988 – 2005
Headrest (a non-profit social service agency)
Lebanon, New Hampshire

Private Practice 1987 – 2005

Substance Abuse Counselor 1987 – 1988
Seminole Point (inpatient facility)
Sunapee, New Hampshire

EDUCATION

BS in Behavioral Science degree pending: (2 courses remaining)
Granite State College

LNA (Licensed Nursing Assistant) Hartford Technical School 2009

Associate Degree in Human Services. Major in Alcoholism Counseling 1987
New Hampshire Technical Institute
Glen Brewster Award for top student in Human Services. Honors graduate.

Michael Davenport
Business Owner and Professional Fund Raiser
603: 667-5840

"Janet worked with me in a time of personal crises and my experience was nothing short of miraculous. She is an amazing woman—calming, but always very professional. She sees things in the most objective way possible, helps one become centered and then make decisions. She is great with people, and highly talented in her profession. She has my highest recommendation."
–Michael Davenport

Janet R. Sullivan, L.A.D.C.
[redacted]

REFERENCES

Ford Daley
Teacher
Hanover High School
Hanover, New Hampshire
603: 643-3431 Ext. 2132
[redacted]

"Janet is terrific! A tremendous counselor; quite amazing. She really knows people and I give her my highest recommendation."—**Ford Daley**

Donlon Wade
Former Executive Director for Headrest
Lebanon, New Hampshire
[redacted]

"Janet and I co-facilitated a men's group for domestic violence issues for many years. I was also her supervisor and helped her get her license. Janet is very competent, a very good counselor, and I will be happy to serve as a reference."—**Donlon Wade**

Robert Bryant
Second Growth
Hartford, Vermont
802: 295-9800
[redacted]

"Janet has been a friend for years and we were co-workers at Headrest. I also served as her supervisor at Second Growth. Janet is compassionate, clear, and has a good knowledge of her specialty. It will be a pleasure to give Janet an excellent recommendation." –**Robert Bryant**

Sandy Burke, MA, MED, LCMHC, MLADC, ICAADC

Professional Profile

Senior clinician with a Master Degree in Counseling Psychology and fourteen plus years of substance abuse and mental health counseling primarily in New Hampshire in diverse settings. Have strong counseling an clinical background with adults, adolescents and families either individually and/or in a group format. Extensive experience with clinical assessments and counseling, case management, treatment planning integrating psycho-education; DBT/DBTS, Motivational Interviewing and Cognitive Behavioral approaches. Developed and maintained a private practice for addiction and mental health treatment.

Licensures

- *LCMHC* (The State of New Hampshire Board of Mental Health Practice) # 960
- *MLADC* (New Hampshire Board for Alcohol and Other Drug Use Professionals - Master Degree License Alcohol Drug Counselor) #0548
- *ICAADC* (The International Certification & Reciprocity Consortium – Internationally Certified Advanced Alcohol & Drug Counselor) #114104
- *CADC* (State of Vermont – Certified Alcohol Drug Counselor) #104454
- *LSATP* (Commonwealth of Virginia Department of Health Professionals - License Substance Abuse Treatment Provider) – Inactive Status #0718000235

Education

1997	MA Counseling Psychology, Antioch New England Graduate School, Keene, NH (specialization tract: addictions – trauma emphasis)
1995	MED Education, Antioch New England Graduate School, Keene, NH
1976	BA Recreation Administration/ Recreation, University of New Hampshire, Durham, NH
1973	AS Associates Degree: Recreation Leadership, Greenfield Community College, Greenfield, MA

Specialized Trainings/Certifications

- *DBT* (Dialectic Behavioral Therapy), DBT Mindfulness (10/25/96); DBT Introduction (12/10/98 and 12/11/98); DBT Intensive, Part 1 and 2 (4/9/01-4/13/01 and 10/8/01 – 10/12/01); DBTS Training (9/18/08 and 9/19/08); DBT and Eating Disorders/Trauma workshop (9/8/12).
- *Clinical Supervision*, Intensive Course (8/22/05-8/25/05); attend ongoing trainings 2005-2014
- *Treatment Team Approaches*, day trainings, (2009 & 2010).
- *Motivational Interviewing* (MI), Intensive including intensives: (9/6/12 - 9/9/12; 7/21-22/14
- *DSM V* Trainings
- *Certified Trauma Therapist* (CTT) Spirit 2 Spirit (five (5) one week intensive modules).
- *EMDR:* Completed Basic Course #1, 2013
- *Somatic Experience* (SE) - Anticipated completion as practitioner, fall of 2016

Professional Organizations/Development and Activities

Member New Hampshire Mental Health Counselor Association - Current
Member of National Drug and Alcohol Counselor's Association - Current
Member of State of New Hampshire Drug and Alcohol Counselor's Association- Current
Member of People to People Russia/Poland Ambassador Program - Addiction Professional Exchange of ideas and treatment approaches – 2008

Presenter/Trainer

Codependency: Addictions in Healthcare and Impaired Health Care Professionals, West Virginia University
HIPPA/CRF 42, Part B: Cape Cod Symposium, Cape Cod MA (2010, 2011)
HIPAA/CFR Part B: National Guard Joint National Substance Abuse Prevention Annual Training, San Antonio, TX
Substance Abuse/Addiction: Community Problem, Community Solution. Addiction Professionals Delegation to Russia and Poland, People to People Ambassador Program, Warsaw, Poland
In house trainings/education with colleagues; DBT/DBTS; Prochaska's Model of Change; Signs and Symptoms of Addiction (WCS, HCRS, ADI, Keystone Hall, Williamsburg Place, NH Technical School)
Substance abuse, parenting and child/parent relationship recovery: Family Place, Wilder, VT

Employment History

L.O.O.K, (Life out of Kilter due to Substance Use?), Private Practice: Lebanon, NH.....2/07–current

- *Objective*: Provide mental health and/or substance abuse/addiction intervention, education and treatment services for adolescents, adults, families through individual and small group format. Treatment modalities include EMDR, Somatic Experience (SE); Motivational Interviewing (MI), DBT/DBTS, Solution Focus, Cognitive Behavior, EMDR. Mental Health focus - trauma, anxiety/depression disorders, BPD and Addictions treatment and recovery. Developed and provided peer education/trainings.

- *Setting:* Sole Proprietorship – Private Practice- Out-patient. Contractual services with middle/high school programs. Referrals from Probation/Parole, Impaired Healthcare Provider Programs, NH Head Injury Association, National Guard, EAP, SAP (school settings) colleagues and self-referents.

- *Responsibilities*: Responsibilities included adhering to professional, state and federal statutes and regulations regarding private practice as a LCMHC and MLADC. Provide counseling services to clients and adhere to State, Federal and Professional guidelines and confidentiality laws; participated in monthly peer supervision. Fee for service, sliding scale fee available.

The Refuge, A Healing Place, Ocklawaha and Ocala, Fl.....3/12–2/13
Trauma and Addiction Therapist serving those who suffer from trauma, addictions and other mental illnesses.

- *Objective:* Completion of supervision hours for Mental Health Licensure and expand specialization as a trauma resolution and mental health/ addiction therapist; enhance experience with treatment models i.e. experiential/processing/empowerment/client centered treatment models; intensive family program component (intensive psych-education, therapeutic and family sessions). Objectives were accomplished. Resigned to return home to New Hampshire and family.

- *Setting:* Residential and Outpatient, (Intensive Outpatient (IOP) and PHP) programs for Substance Addiction/Abuse; Trauma, PTSD and other Mental Health Disorders.

- *Responsibilities:* Manage a client caseload, facilitate individual, family, small group therapy sessions, DBT group and Relapse Prevention group; Co-facilitate specialized groups (equine therapy, breath work, grief and loss group), completed diagnostic assessments, experience with ASAM, DSM IV criteria. Relationship development with families and referral sources. Participate in week long Intensive Family Education Program. Responsible for all required documentation and reports to impaired professional boards and other legal authorities. Attended weekly clinical team supervision meetings.

RTT Associates (Resources, Treatment, Training), Manchester NH.....9/11-3/12
Outpatient fee for service therapist working with families, children with trauma and adults with co-occurring disorders under the supervision of a LCMHC (Licensed Community Mental Health Counselor).

- *Objective:* MH Licensing hours and experience with Forensic Psychotherapy, Domestic Violence and Batters Interventions Counseling, and Trauma treatment and intervention.

- *Setting:* Outpatient, community based mental health and addiction treatment.

- *Responsibilities*: Completed multi-axis diagnosis for mental health and co-occurring disorders; conducted individual sessions, family sessions (processing, DBT/DBTS, cognitive behavioral therapy) and interfaced with community service providers, state and federal probation/parole boards; attended weekly clinical team supervision meetings.

Williamsburg Place, Farley Center, Williamsburg, VA.....4/10-7/11
Therapist in a private, residential treatment program through a health care corporation which specialized in residential treatment program for addiction and co-occurring disorders.

- *Objective:* To begin required supervision hours for mental health licensure and enhance professional experience and expertise with (1) treatment of Mental Health, Addiction and Co-occurring disorders; (2) family education/intervention programs and (3) impaired professional and military intervention and treatment services.

- *Setting:* Private residential mental health and addiction treatment provider offering family program and co-occurring treatment for individuals, professionals or military with mental health or chronic pain and addiction disorders.

- *Responsibilities:* Managed a case load, conducted large community treatment groups, specialized groups, (DBT/DBTS, Processing, Experiential, Cognitive Behavior approaches) and co- facilitated groups (family groups, equine therapy). Responsible for all required documentation, progress reports and recommendations to health care boards for impaired professionals and military substance abuse intervention programs and insurance companies. Attended weekly multi-disciplinary clinical team meetings.

Additional Experience/work history:

- Community health and human service agencies serving teens and adults; adults with severe and persistent mental illness (SPMI), substance abuse/addiction; co-occurring disorders.
- Employment settings integrated DBT/DBTS, Motivational Interviewing, Cognitive Behavioral, Solution Focus models/approaches to therapy for substance abuse/addiction or co–occurring disorders (PTSD, Major Depression, Borderline Personality Disorder, Eating Disorder).
- Facilitated or participated in inter-disciplinary team meetings, intra-agency team meetings including school programs, military programs, court/probation/parole programs, child/juvenile and/or vocational rehabilitation programs.
- Responsibilities included completion all required documentation in a timely manner, adhering to agency, stated and federal regulations/policies and procedures.
- Objectives for certain positions included developing a residential program for co-occurring disorders, re-establish effective working relationships with community and community referents; integrated best practice/evidence based treatment programs within a residential program, provide clinical supervision, training and education to staff, overseeing treatment program.

Courtney Vorachak

[redacted]

Objective: Seeking employment in the helping profession.

Education:

Certified Recovery Support Worker Training	December 2015
Licensed Nursing Assistance	November 2013
Project Success Evidence Based Program	November 2015
Mental Health First Aid	July 2014
CPR/AED for Healthcare Providers	July 24, 2013
Standard First Aid	July 24, 2013
Mascoma Valley Regional High School	Class of 2008

Experience:

- Peer counselor for High School age students.
- Engaged under supervision of Headrest a residential Substance Abuse facility.
- Co-facilitator young women's' skill building groups for High School age.
- Member of Upper Valley Teen Program. Engaged in coordinating field trips, organizing supplies needed, distribution of invites.
- Volunteer, Upper Valley Action Fair (50 local business convene to encourage youth involvement -Adolescent Substance Free Prevention Event)

Employment:

CarePro – LNA — Hanover, NH 2013 – Present

Providing help and support with activities of daily living.
Communicate to co-workers medical needs of patients
Caring for clients in the safety of their homes.
Providing safe transportation.
Maintained License Requirments.

Mai Thai – Management — Hanover, NH 2005 – 2013

Upholding the NH state alcohol and other drug license laws.
Maintain a professional code of conduct.
Recognize the elements of crisis and action steps needed.
System support of staff and ensure the work standard is upheld.
Prepare and confirm site for health inspections.

References available on request

HALO BOARD OF DIRECTORS

Currently operates independently under Managing Director; however, with supportive structure of former Principal Company KRI, INC.

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Krause	Leadership Council Voting Member	In Kind Services	0	
Heidi Passalaqua	Leadership Council Voting Member	In Kind Services	0	
Elena VanZandt	Managing Director		2 % of price limitation	12,000.00
Mark Coates	Leadership Council Advisory Board Member	In Kind Services	0	

KEY PROGRAM PERSONNEL

Name	**Job Title**
Courtney Vorachak	CRSW
Elena VanZandt	MLADC
Janet Sullivan	LADC
Erica Burnham	Training CRSW & LADC
Donlon Wade	LADC
Sandy Burke	LCMHC, MLADC

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-08)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Headrest, Inc.		1.4 Contractor Address 14 Church Street Lebanon, NH 03766	
1.5 Contractor Phone Number 603 448-4872 x 102	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $453,700.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Headrest, Inc Suzanne L. Thistle MA, MCAADC Executive Director	
1.13 Acknowledgement: State of NH, County of Grafton On Feb 23, 2016, 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] Priscilla Ann Baccalle			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Kathleen Dunn Date: 2/26/16		1.15 Name and Title of State Agency Signatory Kathleen A Dunn Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Megan A. Yorke Attorney On: 3/7/16			
1.18 Approval by the Governor and Executive Council *(if applicable)* By: On:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials GT
Date 9/23/14

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials SS
Date 3/23/16

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials ST
Date 7/23/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. Evidence Based Practices is demonstrated by meeting one of the following criteria:

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care

that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the general client population that includes, but not limited to:

3.2.2. Adolescents;

3.2.3. Adults;

3.2.4. Pregnant women;

3.2.5. Women with dependent children;

3.2.6. Injection drug users;

3.2.7. Individuals with co-occurring substance use and mental health disorders;

3.2.8. Veterans; and/or

3.2.9. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.

4.1.3. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.3.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal

Poverty Level (FPL), the Contractor will not charge the client rent.

2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $77 per week.

4.1.3.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.3.3. The Contractor shall maintain records to account for the client's contribution to room and board.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment in Section 4.1.1.

4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Enhanced services remove barriers to a client's participation in treatment or recovery or reduce or remove threats to a client's maintaining participation in treatment and/or recovery such as transportation or child care.

6.1.1.1. Enhanced services include only direct services to the client such as providing transportation to treatment appointments or providing childcare while a client attends a treatment appointment.

6.1.1.2. Enhanced services do not include indirect costs such as marketing, staff training, or staff travel unless such expenses can be shown to be

required in order to provide the enhanced service.

6.1.1.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list and a description of the direct services that will be provided under Enhanced Services.

6.1.2. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.1.2.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.1.2.3. A MLADC or LADC

6.1.2.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occurring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. . The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the

maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the Quit Line; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.3. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.4. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.5. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented

System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.

17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration.

17.3. The Contractor shall provide to the Department a copy of the required facility

license, in Section 17.1 within 30 days of the contract effective date and then within 30 days after the newly issued license.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that

complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug

and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of $75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
   a. Total number of clients screened for services
   b. Number of client screened appropriate for services
   c. Number of clients engaging in services who's payer was:
      i. This contract
      ii. New Hampshire Health Protection Plan
      iii. New Hampshire Medicaid
      iv. Medicare
      v. Private Insurance
      vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning

September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the vendor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the

applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.2.1. 14 days after making the request; or

24.3.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request,

the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.3. The program offers interim services that include, at a minimum, the following:

24.3.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.3.2. Referral for HIV or TB treatment services, if necessary

24.3.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.5. The program has a mechanism that enables it to:

24.3.5.1. Maintain contact with individuals awaiting admission

24.3.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment; or
2. Such persons refuse treatment.

24.3.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.7. The program has procedures for:

24.3.7.1. Selecting, training, and supervising outreach workers.

24.3.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable

diseases such as HIV.

24.3.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

24.3.8.1. Counseling the individual with respect to TB.

24.3.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10.3. Case management activities to ensure that individuals receive such services.

24.3.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.11.1. To pregnant and injecting drug users first.

24.3.11.2. To other pregnant substance users second.

24.3.11.3. To other injecting drug users third.

24.3.11.4. To all other individuals fourth.

24.3.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant

women who seek the services of the program.

24.3.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

24.3.14. The program makes continuing education in treatment services available to employees who provide the services.

24.3.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.16.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land;

purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.24. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.25. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet all requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:

4.4.1. In Exhibit A, Section 4.1.3.Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Enhanced Services (See Section 6 as follows:

5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notifies the Department that encounter notes are ready for review.

5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.4.1. Submit separate batches for each billing month.

5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Enhanced Services:

6.1. The Department will reimburse the Contractor for Enhanced Services based on actual activities and services directly provided to the client, as defined in Exhibit A, Section 6.1.1.3

6.2. The Contractor shall be reimbursed up to the amount in Exhibit B-1.

6.3. The Contractor shall submit actual expenses on a Department defined invoice.

6.4. The Contractor shall provide a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.

6.5. The Department will reimburse on allowable expenses, in accordance with applicable state and federal laws and regulations.

6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for enhanced services 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. Invoices must be submitted to:

Financial Manager
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301

7. Payment for Crisis Services to Existing Clients and their Significant Others:

7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

8. Sliding Fee Scale

8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Enhanced Services (See Section 6), as follows:

8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.

8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.

8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.

8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.

8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.

8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.

8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Non Reimbursement for Services
   9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

      9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
      9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
      9.1.3. Services covered by Medicare for clients who are eligible for Medicare.
      9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

   9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.

10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

11. Funding may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep records of their activities related to Department programs and services.

13. 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.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

        15.2.1. Make cash payments to intended recipients of substance abuse services.
        15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
        15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
        15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

    15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

        15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Intensive Outpatient	$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week ($380), per client
Low-Intensity Residential Adult	$110.00	Per day	7 days per week ($770), per client
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	$5.00	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to $38,765 and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials ST
Date 2/23/14

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

2/23/16
Date

Name: Suzanne L. Thistle
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

2/23/16
Date

Name: Suzanne L. Thistle
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3/23/16
Date

Name: Suzanne L. Thistle
Title: Executive Director

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.

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:

2/23/16
Date

Name: Suzanne L. Thibthe
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

2/23/16
Date

Name: Suzanne L. Thistle
Title: Executive Director

Contractor Initials ST
Date 2/23/16

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health & Human Services	Headrest, Inc
The State	Name of the Contractor
Kathleen A Dunn	Suzanne L. Thistle
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Suzanne L. Thistle
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
2/26/14	2/23/14
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

2/23/16
Date

Name: Suzanne L. Thistle
Title: Executive Director

FORM A

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

1. The DUNS number for your entity is: 618016653

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

   ___√___ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   1.1.1. Ownership;
   1.1.2. Physical location;
   1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
   1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
   1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
   1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
   1.2.2.3. Copies of applicable licenses for the new administrator;
   1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
   1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
   1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   2.1.1. The facility premises;
   2.1.2. All programs and services provided under the contract; and
   2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   3.1.1. Requiring a contractor to submit a plan of correction (POC);
   3.1.2. Imposing a directed POC upon a contractor;
   3.1.3. Suspension of a contract; or
   3.1.4. Revocation of a contract.

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

Contactor Initials: ST
Date: 3/03/16

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the contractor deems significant.
12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
12.8.2. Transfer records of clients who have given written consent to another contractor; or
12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
13. Medication Services.
13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
13.2.1. The client's name;
13.2.2. The medication name and strength;
13.2.3. The prescribed dose;
13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and

19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.

21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

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 HEADREST is a New Hampshire nonprofit corporation formed April 27, 1972. 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 8th day of April, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, J. ANDREW DAUBENSPECK, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of HEADREST, INC.
(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 2/22/2016:
(Date)

RESOLVED: That the SUZANNE THISTLE
(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 FEBRUARY, 2016.
(Date Contract Signed)

4. SUZANNE THISTLE is the duly elected EXECUTIVE DIRECTOR
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

J. Andrew Daubenspeck
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 23 Rd day of Feb, 2016,

By J. Andrew Daubenspeck
(Name of Elected Officer of the Agency)

Priscilla Ann Baumalle
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 4, 2019

HEADINC-01 LCLOUGH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2015

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	CONTACT NAME:
A. B. Gile, Inc. PO Box 66 Hanover, NH 03755	PHONE (A/C, No, Ext): (603) 643-4540 FAX (A/C, No): (603) 643-6382 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Co.	
INSURER B : Liberty Mutual Ins. Co.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Headrest, Inc.
14 Church Street
Lebanon, NH 03766

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY			PHPK1364472	07/15/2015	07/15/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Professional Liab						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1364472	07/15/2015	07/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB507442	07/15/2015	07/15/2016	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC5-31S336377025	07/15/2015	07/15/2016	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Workers Compensation Covered States- 3A Part One: NH. 3C Part Three: No coverage afforded for other states. Excluded Officers: Board of Directors.

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

BDAS NH DHHS
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

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MISSION STATEMENT

To assist those who are addicted, in crisis or without support by developing, maintaining and delivering effective programs.

HEADREST, INC.

AUDITED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2015 AND 2014

CONTENTS

	Page
INDEPENDENT AUDITORS' REPORTS FINANCIAL STATEMENTS	1 - 2
FINANCIAL STATEMENTS:	
Statements of Financial Position	3 - 4
Statements of Activities	5
Statements of Cash Flows	6
Notes to Financial Statements	7 -10
SCHEDULES:	
Statement of Functional Expenses	11

WHEELER, RING,
DOLAN & DUPUIS, P.C.
CPA

INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Board of Directors
Headrest, Inc.
Lebanon, New Hampshire 03766

We have audited the accompanying financial statements of Headrest, Inc. (a nonprofit organization),which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities 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 includes 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 audit opinion.

726 Chestnut Street • Manchester, New Hampshire 03104
www.wrd-cpa.com • 603-668-7100 • Fax: 603-668-7979

Opinion

In our opinion, the financial statements referred to the above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2015 and 2014, 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.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of functional expenses on page 11 is presented for purposes of additional analysis and is not a required part of the basic 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 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 basic financial statements taken as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, P.C.

Manchester, N. H. 03104
October 21, 2015

HEADREST, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2015 AND 2014

Assets	2015	2014
CURRENT ASSETS		
Cash	$ 31,821	$ 111,046
Accounts Receivable	44,762	57,746
Prepaid expenses	0	15,962
Total current assets	76.583	184,754
Assets Limited as to Use	132,753	124,952
PROPERTY AND EQUIPMENT		
Land	19,010	19,010
Building and improvements	229,467	229,467
Furniture, fixtures and equipment	145,738	145,738
Total property and equipment	394,215	394,215
Less accumulated depreciation	303,959	297,410
	90,256	96,805
OTHER ASSETS, loan origination fee, net of Amortization 2015 and 2014	1,008	1,135
TOTAL ASSETS	$300,600	$407,646

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
STATEMENTS OF FINANCIAL POSITION
(continued)
JUNE 30, 2015 AND 2014

	2015	2014
LIABILITIES AND NET ASSETS		
CURRENT LIABLITIES		
Accounts Payable	$ 1,666	$ 0
Notes payable and current portion of Long-term debt	8,685	8,348
Accrued payroll and related expenses	43,364	42,595
Total Current Liabilities	53,715	50,943
LONG-TERM DEBT, net of current portion	72,222	80,922
Total liabilities	125,937	131,865
NET ASSETS		
Unrestricted net assets	174,663	275,781
TOTAL LIABILITIES AND NET ASSETS	300,600	$407,646

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2015 AND 2014

	2015	2014
REVENUE AND SUPPORT		
State contracts	$ 320,228	$ 321,059
Local government grants	111,634	111,599
Private foundations	42,141	48,817
United Way	9,586	23,035
Service fees	133,832	146,025
Contributions	109,879	106,431
Interest and dividend income	3,771	387
Total revenue and support	731,071	757,353
EXPENSES		
Program Services:		
Outpatient	492,792	429,669
CMRD	198,883	177,761
Total program services	691,675	607,430
Supporting Services:		
General and administrative	123,035	107,466
Fundraising	17,479	15,980
Total supporting service	140,514	123,446
Total expenses	832,189	730,876
Increase (Decrease) in Unrestricted Net Assets	(101,118)	26,477
Unrestricted Net Assets, beginning of year	275,781	249,304
Unrestricted Net Assets, end of year	$ 174,663	$ 275,781

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	$(101,118)	$ 26,477
Adjustments to reconcile excess of revenues and support over expenses to net cash provided by operating activities:		
Depreciation and amortization	6,676	6,406
Changes in operating assets and liabilities:		
(Increase) Decrease in assets limited as to use	(7,801)	(330)
(Increase) Decrease in accounts receivable	12,984	(7,381)
(Increase) Decrease in prepaid expenses	15,962	(7,417)
Increase (Decrease) in accrued expenses	2,435	5,957
Net Cash Provided by Operating Activities	(70,862)	23,712
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of capital assets	–	(9,937)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term notes payable	(8,363)	(8,414)
Net Increase (Decrease) in Cash	(79,225)	5,361
Cash at Beginning of Year, unrestricted	111,046	105,685
Cash at End of Year, unrestricted	$ 31,821	$ 111,046
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid during the years for:		
Interest	$ 3,498	$ 3,391

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2015 AND 2014

NOTE 1 – NATURE OF ORGANIZATION

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the use of a telephone hotline and office visitations. Headrest also provides counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of Headrest is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of Headrest's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

The financial statements of Headrest have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below.

Financial statement presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117. Headrest 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. Headrest, Inc. currently has $174,663 and $275,781 unrestricted net assets as of June 30, 2015 and 2014, respectively.

Temporary 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 Organization. Headrest, Inc. currently has no temporarily restricted net assets as of June 30, 2015 and 2014, respectively.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. Headrest, Inc. has no permanently restricted net assets as of June 30, 2015 and 2014.

Use of estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash equivalents – For purposes of the statement of cash flows, Headrest considers all short-term investments with an original maturity of three months or less to be cash equivalents. At June 30, 2015 and 2014 there were no cash equivalents.

Assets limited as to USE

Assets Limited as to Use represent board-designated assets for capital expenditures and reserves amounting to $132,753 and $124,952 at June 30, 2015 and 2014. Assets limited to use consist of cash and cash .equivalents however these amounts have not been included in cash and cash equivalents for cash flow purposes.

Allowance for doubtful accounts – Headrest considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Depreciation and fixed assets – Property and equipment are stated at cost if purchased and at fair market value on the date of the donations if donated. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted or temporarily restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, Headrest reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. Headrest reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using straight-line and accelerated methods based on the estimated useful life of each asset. Estimated useful lives used for building and improvements are ten to thirty- nine years and for furniture and fixtures three to seven years.

Public support and revenue – All contributions are considered to be available or unrestricted use unless specifically restricted by the donor.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes – The Organization is a not-for-profit organization that is exempt from income taxes under Section 501©(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more –likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2015.

Donated services and materials - Donated supplies and equipment are reflected as contributions in the accompanying financial statements at their estimated fair market values.

Functional expenses – Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the activities.

NOTE 3 – LINE OF CREDIT

The Organization has a $50,000 line of credit with a local bank through January 30, 2016, collateralized by all assets, with interest at Wall Street Journal prime. There was no outstanding balance at June 30, 2015 or 2014.

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:	June 2015	June 2014
Mortgage note payable with bank with interest at 4% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of $982, secured by all assets of the organization.	$ 80,907	$ 89,270
Less current maturities	8,685	8,348
Long-term debt, less current maturity	$ 72,222	$ 80,922

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT (CONTINUED)

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

Year Ending June 30	
2016	$ 8,685
2017	9,047
2018	9,412
2019	9,796
2020	10,193
Thereafter	33,774
Total	$ 80,907

NOTE 5 – COMPENSATED ABSENCES

Employees of Headrest are entitled to paid personal days depending on length of service and other factors. The accrued expense for compensated absences for the fiscal years ended June 30, 2015 and 2014 were $20,070 and $23,091 respectively. No more than 240, 180 and 120 hours for full time, ¾ time and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

NOTE 6 – MAJOR GRANTORS

A Substantial portion of Headrest's revenue comes from the Department of Heath and Human Services of the State of New Hampshire. For the years ended June 30, 2015 and 2014 revenue from the contract was approximately 34% and 34%, respectively of total revenue.

NOTE 7 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through October 21, 2015, the date which the financial statements were available to be issued.

HEADREST, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2014

	Program Services			Supporting Services				
	Outpatient	CMRD	Total Program Services	General & Administrative	Fund Raising	Total Support Services	Combined Total 2015	Combined Total 2014
Personnel	$347,464	$114,054	$461,518	$40,237	$12,943	$53,180	$514,698	$441,462
Fringe benefits	63,955	20,993	84,948	7,406	2,383	9,789	94,737	74,394
Payroll taxes	26,996	8,861	35,857	3,126	1,005	4,131	39,988	34,148
Insurance	22,630	7,429	30,059	2,620	843	3,463	33,522	29,346
Professional fees	-	-	-	24,311	-	24,311	24,311	24,253
Supplies	7,384	5,496	12,880	9,044	-	9,044	21,924	23,593
Repairs and maintenance	6,257	10,496	16,753	3,430	-	3,430	20,183	16,603
Occupancy	5,625	9,436	15,061	3,085	-	3,085	18,146	21,878
Travel	5,861	441	6,302	7,804	-	7,804	14,106	16,885
Food	-	9,255	9,255	3,272	-	3,272	12,527	12,417
Communications	2,057	5,004	7,061	4,729	-	4,729	11,790	8,987
Depreciation	2,070	3,471	5,541	1,135	-	1,135	6,676	6,406
Marketing	-	-	-	4,776	-	4,776	4,776	5,416
Professional development	1,421	-	1,421	2,752	-	2,752	4,173	3,637
Interest	1,072	1,837	2,909	589	-	589	3,498	3,391
Membership dues and fees	-	-	-	2,700	-	2,700	2,700	310
Laundry	-	2,110	2,110	-	-	-	2,110	1,592
Miscellaneous	-	-	-	1,163	-	1,163	1,163	785
Printing and reproduction	-	-	-	856	305	1,161	1,161	5,373
	$492,792	$198,883	$691,675	$123,035	$17,479	$140,514	$832,189	$730,876

See Independent Auditors' Report and Notes to Financial Statements

BOARD OF DIRECTORS 2015-2016

John Creagh, President (2011)



Laurie Harding, Vice President (2005)



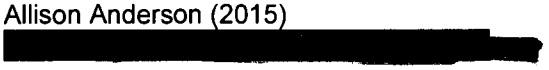
James Larrick, Treasurer (2014)



Andrew Daubenspeck, Secretary (2001)



Allison Anderson (2015)



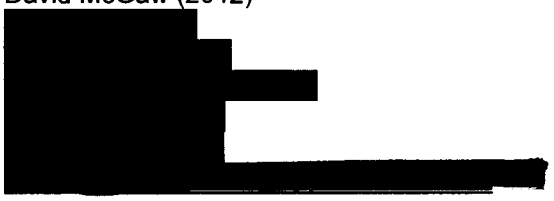
Harrison Drinkwater (2014)



John C. Ferney (2002)



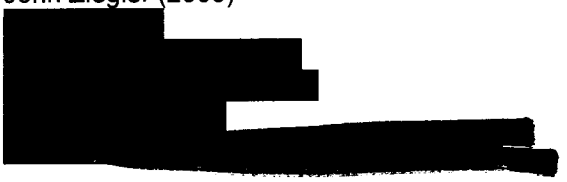
David McGaw (2012)



Charlotte Sanborn (2001)



John Ziegler (2005)



John Vansant (2015)



Executive Director
Suzanne Thistle



SUZANNE L. THISTLE, MA, MLADC
[redacted]

CORE COMPETENCIES: Clinically competent and passionate about working with individuals, groups and families who are diagnosed or have a family member with a co-occurring disorder. Working knowledge of the 12 Steps of Alcoholics Anonymous and attendance at self help groups for over 27 years. Well versed in promoting and collaborating with probation & parole, court systems, addiction facilities, referral agencies and other facilities. Work well in a team approach to treatment.

EXPERIENCE

April 2015 – Current Executive **Director,** Headrest, 14 Church Street, Lebanon, NH
- Oversee activities of all employees and organization
- Supervise managerial staff
- Evaluate, organize organization and staff programming
- Recruit employees

11/2014 – April 2015 **Clinical Director,** Headrest, 14 Church Street, Lebanon, NH
- Oversee activities of all employees and organization
- Supervise clinical and managerial staff
- Evaluate, organize organization and staff programming
- Recruit employees

9/2006-Current **Adjunct Professor,** Plymouth State University, Plymouth, NH
- Teach a Drug Behavior class
- Organize and arrange expert speakers as guest presenters
- Prepare syllabus, quizzes, tests and projects
- Evaluate student progress

12/2013-10/2014 **Addiction Treatment Coordinator,** Pinewood Healthcare, Somersworth, NH
- Developed addiction treatment programs for 9 facilities in NH with owner
- Recruited, interviewed and hired doctors and therapists for all 9 facilities
- Organized and arranged staff duties
- Managed staff duties

9/2001-5/2001, 4/2006-10/18/13 **Substance Abuse Services Manager/Therapist,** Genesis Behavioral Health, Plymouth, NH
- Designed, implemented and managed a co-occurring intensive outpatient program
- Interviewed prospective staff
- Provided supervision to therapists and interns
- Trained and educated staff and community organizations
- Counseled clients individually and in group

1992-2008 **Co-owner,** Cardigan Builders/Whip O Will Motel, Bridgewater, NH
- Recruited and hired staff
- Managed staff
- Coordinated budgeting and accounting efforts with accountant and co-owner
- Promoted business endeavors by working with the media

EDUCATION

2003 **Antioch New England Graduate School**
Keene, NH
Master of Arts: Counseling Psychology:
Substance Abuse Concentration

2001 **Plymouth State University**
Plymouth, NH
Bachelor of Science, Health Education:
Wellness Management

PROFESSIONAL DEVELOPMENT

- Treating the Addictions, Harvard Medical School, 2003, 2007, 2012, 2013: Boston, MA, 28 hours
- Treatment of Addictions, Albert Ellis Institute: New York, NY, 19 hours
- Dialectical Behavior Therapy, Marsha Linehan: Cambridge, MA, 6 hours
- Advanced Ethics Issues in Clinical Supervision, NH Training Institute: Concord, NH, 6 hours
- Substance Use Disorders and the DSM 5, NH Training Institute: Concord, NH, 4 hours
- DSM 5 Common Mental Health Disorders-Co-occurrence, NH Training Institute: Concord, NH, 6 hours
- Understanding and Using the ASAM, NH Training Institute: Concord, NH, 6 hours
- DWI Laws and Rules, NH Department of Health and Human Services: Laconia, NH, 2.5 hours
- Trauma and Addiction, Lisa Najavits PhD, NH Department of Corrections: Lebanon, NH, 7 hours
- Spirituality & Healing in Medicine, Harvard Medical School: Boston, MA, 21 hours
- Complementary & Alternative Medicine, Harvard Medical School: Boston, MA, 6 hours
- Advanced Motivational Interviewing, Steven Andrew: Portland, ME, 6 hours
- New England School of Best Practices in Addiction Treatment: Waterville Valley, NH, 10.5 hours
- Neuroscience of Psychological Trauma, Bessel Van Der Kolk: Boston, MA, 21 hours
- Women in the Criminal Justice System/Trauma& Substance Abuse, Stephanie Covington: Plymouth, NH, 6 hours
- Readiness to Change, Matching Interventions to Stages of Change, Carlo DiClementi: Boston, MA, 6 hours
- Basic Correction Academy, Police Standards and Training: Concord, NH, 316.5 hours
- Prime for Life for Adults & Under 21, Prevention Research Institute: Manchester, NH, 5 hours
- Emerge Certification Program: Cambridge, MA, 22 hours

ADDITIONAL EXPERIENCE: STATE OF NH/DEPARTMENT OF CORRECTIONS: 2001, 2004-2005 Correctional Alcohol/Drug Counselor and Program Developer/Planner: Group and individual substance abuse/addiction counseling, Case management, Designed, implemented, and evaluated programs for the facility, Facilitated the first wellness fair. **NH TASK FORCE ON WOMEN AND RECOVERY:** 2004, Awarded a certificate of appreciation for bringing the Women's Leadership Training into the NH prison system. 2005 Co-facilitated the Women's Leadership Training: Goffstown State Prison. **MOTHERS' RETREAT DIRECTOR:** 1999, Designed, implemented, and evaluated the first retreat weekend for mothers in Alexandria, NH. Recruited local professionals to host workshops for participants: Women's Health Issues, Stress management, Yoga, Education on Mothering in the 90's, Creating Art as a Way of Relieving Stress, Reiki, Meditation, Circle Dancing and Exploring Spirituality. Recruited committee members and forty mothers attended. Coordinated all financial efforts, advertising, and news releases. **NEWFOUND AREA SCHOOL DISTRICT:** 1998-2000 President of the Parent Teacher Organization for the middle school: held monthly meetings, oversaw financial arrangements, recruited program coordinators, evaluated programs and participated in advertising. 1997 School board secretary. 1999-2001 Ski program coordinator for the elementary school.

Eric Harbeck

[redacted]

OBJECTIVE

To obtain a position as an Administrative Assistant at StartWire, where I can utilize my managerial skills, strengthen my problem solving capabilities and build on my ability to connect with other individuals.

EXPERIENCE

Headrest, Inc. — Lebanon, NH
Crisis Hotline Counselor/ Billing Manager — June 2014-Present

- Assist callers with crisis intervention, referral to services; utilization of supportive/active listening skills
- Connect with state and private insurance agencies
- Handle claim submission, reconciliation/adjudication, voids, and requests
- Review and correct all submissions prior to reimbursement to respective reimbursement agencies
- Organize discussions for monthly all staff meetings on pertinent changes in billing methods
- Work closely with Clinical Coordinator and Executive Director on adherence to ethical guidelines

Jakes Market & Deli — Andover/New London, NH
Customer Service Assistant/Store Clerk — September 2012 - Present

- Assist customers with questions and concerns
- Maintain a clean and organized work environment
- Promptly distribute products upon delivery from vendors
- Work with store manager and vendors on how to increase efficiency and productivity

Webster House — Manchester, NH
Child Care Worker — February 2012 – August 2012

- Write log reports at the end of every shift
- Meet one-on-one with selected residents discussing their progress
- Attend biweekly meetings with co-workers and administration to discuss state of the house
- Supervise, organize, and participate in activities with the residents

Warwick Mills — New Ipswich, NH
Mix Technician — June 2011 - January 2012

- Check schedule for daily tasks
- Check in with supervisor for various projects to complete outside of department
- Troubleshoot issues that would arise with equipment
- Record material usage into inventory database

Colby-Sawyer College Library Learning Center — New London, NH
Information Services Assistant — September 2007 - May 2012

- Check materials In and Out, shelve materials and check shelving accuracy
- Cover front desk and assist students and community members with library questions
- Interface with Archives and Inter-library loan system in addition to other offices on campus

Help Desk Assistant — September 2007 - May 2012

- Dispatch calls and check computers In/Out of repair center following strict guidelines
- Professionally answer Help Desk support line and conduct basic trouble-shooting
- Generate service requests and respond to voice mail in timely manner

EDUCATION

Bachelor of Arts in Psychology — New London, NH
Colby-Sawyer College — September 2007 – May 2011
Academic Highlights: Theories of Counseling, Child Psychology, Psychology of Personality, Biological Psychology, Cross-Cultural Psychology, Learning and Cognition, Directing and Stage Management, Jazz Dance

ACTIVITES & INTERESTS

Secretary/Member, Crossroads Christian Fellowship
Member: Cross-Cultural Club, Psychology Club, Safe-Zones and CSC Players
Off-Campus Senator, Student Government Association

P.O. Box 1923, New London, New Hampshire, 03257 (603) 393-0474 eric.harbeck@my.colby-sawyer.edu

Sara Poisson

[redacted]

Curriculum Vitae

EDUCATION

PhD Counselor Education and Supervision, Walden University, ABD

Master of Arts Counseling Psychology, Antioch New England Graduate School, 1995

Bachelor of Science, General Education, Franklin Pierce University, 1993

EMPLOYMENT

2015-present Headrest, Inc. Lebanon, NH. Clinical Coordinator

2010- 2015 Clinician and consultant in private practice treating primarily justice involved clients with mental health, substance abuse, anger management and/or sexual offending issues.

1995- 2015 adjunct faculty Granite State College

2000- 2015 adjunct faculty Community College of Vermont

2007-2011 Clinician Sullivan County Department of Corrections. Wrote and implemented curriculum for the 90 day substance abuse women's treatment unit. Individual and group counseling, assessment and crisis intervention.

2003-2007 Clara Martin Center. Clinician contracted with the Vermont Department of Corrections. Housed in the Southeast State Correctional Facility providing substance abuse and mental health services for that facility.

TEACHING

COMMUNITY COLLEGE OF VERMOMT

Courses Taught:

Introduction to Psychology

Human Growth and Development

Introduction to Substance Abuse

Substance Abuse: The Family and Society

Substance Abuse: Services and Treatment

Abnormal Psychology

Global Social Problems

Introduction to Human Services

Introduction to Case Management

GRANITE STATE COLLEGE

Courses Taught:

Research Methods

Counseling Theories

Victim Rights & Advocacy

Criminal Justice Integrative

Principles of Case Management

Introduction to Psychology

Theories of Personality

Crisis Intervention

Developmental Perspectives on Adolescence

Psychology of Adulthood

Psychology of Occupational Stress

Abnormal Psychology

Dynamics of Family Relationships

Stress & the Family

Addictions & Family Dynamics

RESEARCH & SCHOLARSHIP

Dissertation

Poisson, S. (in progress). Staff Communication & the Offender Population

Publication

Poisson, S. (2010) Silent Voices from the Past. New York: IUniverse.

WORKSHOPS & PRESENTATIONS

National Association of Forensic Counselors 2011 *Working with Dual Diagnosed Female Offenders*, 2011

National Association of Forensic Counselors 2013 *Enhancing Relationships in Corrections: Carkhuff & Truax Seven Keys at Work* 2013

National Association of Forensic Counselors 2014 *Recognizing Shame as an Impediment to Rehabilitation in Corrections*

Granite State College 2011 *Dealing with Difficult Students*

ORGANIZATIONAL AFFILITATIONS

American Counseling Association

National Association of Alcoholism and Drug Abuse Counselors

National Association of Forensic Counselors

COMMITTEE AND PROFESSIONAL SERVICE

Granite State College Campus Compact for New Hampshire Presidents' Good Steward Award 2010

Community College of Vermont Faculty Recognition Award 2012

Community College of Vermont Social Sciences Curriculum Committee 2012- 2015

Claremont Soup Kitchen Board of Directors (Treasurer) 2013- 2015

CERTIFICATIONS & LICENSES

Clinically Certified Forensic Counselor – American College of Certified Counselors

Certificate #26774

2009-Present

Master Licensed Alcohol & Drug Counselor – State of New Hampshire Board of Licensing for Alcohol & Other Drug Use Professionals

License #642

2009-Present

Clinical Mental Health Counselor – The State of New Hampshire Board of Mental Health Practice

License #405

2001-Present

International Certification & Reciprocity Consortium Certification

2013-present

M. Kathryn Marshall

[redacted]

Education

1981-1984 The College of Wooster, Wooster Ohio. B.A. Sociology and Social Welfare

1984-1985 The Ohio State University. M.A. Physical Education, emphas on psychology and sociology of sport.

2000-2002 Vermont College of Norwich University. Teacher Licensure Program

Experience

Child Health Services Worker/Home Based Therapist June 2004 – present

Southwestern Community Services, Keene NH

- Teach parenting skills, social and survival skills to clients
- Help clients access community resources.
  Provide and coordinate supervised visitation between parents and children.

Para-professional **March 2006 to Present**

- **Windsor Union High School and Middle School, Woodstock VT**
- Work with children with severe disabilities

Teacher of Multi-age Classroom **Sept, 2002 - June 2004**

Piermont Village School, Piermont NH

- Teacher grade 3rd and 4th grade classroom

Long Term Substitute **April 22, 2002-June 12, 2002**

Sharon Elementary School, Sharon VT

- Teacher in a combined 1st and 2nd grade classroom.

Para-professional **Jan. 2002 – April 2002**

Bernice A. Ray School, Hanover NH

- Worked as a one on one aide with a fourth grade student with very limited reading, writing, and mathematics skills.
- I assisted him in organizing his materials, adapting assignments to his abilities, and helping deal with social situations.

Para-professional

Bernice A. Ray School, Hanover NH

- Worked as a one on one aide with a fifth grade student who had Asperger's Syndrome.
- I assisted him in organizing his materials, adapting assignments to his abilities, and helping him deal with social situations.

Physical Education Teacher **Sept.1985 – June 198**

George School, Newtown PA\

- Taught physical education classes, coached field hockey, swimming, and lacrosse..
- Lived in dormitory.

Team-taught a three-semester course on health and human development to tenth graders

Shipper Receiver **Sept.1994– Jan, 1999**

- Supervise all shipping and receiving of goods,
- Track inventory,

Carpenter's Helper **March 1999 to November 1999**

- Trim windows and doors.
- Staining, priming wood.
- Sanding and odd jobs.

Duck Hollow Farm Co –Owner and Instructor since 1989

Special Interest

Teach riding lessons.

Compete in Combined Training events.

Richard W. Crandall LCMHC, LADC

[redacted]

Profile

Solid background in alcohol and drug counseling with significant experience in holistic health and well being. Successful private practice in holistic health since 1995. Twenty five years experience as a therapist treating alcohol and drug co-occurring disorders. Previous experience in a variety of settings including HCRS, Southeastern Services, Seaborne and Danvers State Hospital.

Education

M.A. in Clinical Mental Health Counseling, Vermont College April 2007

B.S. General Studies, Franklyn Pierce College May 1991

Training

Polarity Realization Institute, Portland, ME and Ipswich, MA 1994- 1997

880 Hour Program in Polarity Wellness, Yoga, Nutrition, and Personal Process

Wellness Institute, Washington, D.C. and New York, NY 1999 - 2001

750 Hour Holistic Program in Cranial Therapy and the Energetic Body

License

Vermont License in Alcohol and Drug Counseling, Lic. No. 419 Dec. 2007

New Hampshire Master Licensed Alcohol and Drug Counselor Jan. 2009

VT Licensed Clinical Mental Health Counselor Credential # 068.0061316

Vision

Program Development for the Holistic Use and Reduction of Pharmaceuticals in the Treatment of Emotional Disorders, Addictions, and the Addictive use of Pain Medications Utilizing Traditional Healing Methods, Evidence Based Complimentary Touch Therapy, Meditation and Yoga.

Career History **West Central Behavioral Health** Nov. 2008 to present

Claremont and Lebanon, NH

Substance Abuse Clinician, MLADC

- Thirty Hour Per Week Salaried Position
- Individual Psychotherapy and Counseling
- Assessments, Treatment planning, Crisis Management, Consultation and Referrals
- Co-occurring Mental Health Disorder treatment utilizing Mindfulness Based Meditation and Relaxation Response for Treatment of Anxiety
- Assessments for Court, Probation Parole and DWI Providers
- Facilitate Suboxone and Seeking Safety Groups
- Aftercare Counseling for Multiple Offender DWI
- Certified MET/CBT provider for working with teens with cannabis abuse
- Providing Consultation to Enhanced Care, CORE, ACT Teams
- Providing Psychotherapy for Certified Clients with Co-occurring Disorders

HCRS, Health Care Rehabilitation Services May to Nov 2008

Springfield, VT 05156

WRAP Out Patient Clinician, LADC

- Full time Alcohol, Drug, and Mental Health Psychotherapy
- Individual Counseling for Adults and Young Adults
- Complete Assessments, Treatment planning, and Case Management
- Counseling, Crisis Management, Consultation and Referrals
- Walk-In Clinic Therapist and Intensive Out Patient Facilitator
- Completed Court Referrals for DWI Assessments and Provided

  Psychotherapy for Individuals with Substance Dependence,

  and Co-occurring Disorders such as Trauma, Depression, Anxiety and Personality Disorders

HCRS, Health Care Rehabilitation Services Sept. 2005-Dec.2006

Hartford, VT

Intern WRAP Out Patient Clinician

- 17 Hours Per Week for a Total of 1035 hours
- Edmund Piper, LADC, LCMHC, PsyD., Supervisor 802 295 3031
- Provided Individual Psychotherapy to Clients with Mental Health and Substance Dependence Disorders
- Walk-In Clinic therapist

Awakenings Holistic May 1998 to the Present

Burton House, Norwich, VT

Part Time Private Practice

- Provide Health Education: such as Breathing Exercises, Polarity Yoga, Mindfulness Meditation and Relaxation Response, Personal Process Counseling and Neuromuscular Reeducation to Address Issues of Anxiety, Personal Loss, Transition, Acute and Chronic Emotional Pain and Discomfort due to Stress or Trauma
- Intervention Utilized: Biodynamic Craniosacral and PolarityTherapy
- Supervision Provided by Debra Guillow RPP Ludlow dgpolarity@gmail.com

Turning Point, Southeastern Services Apr.1994 –Apr. 1998

Dover, NH

Halfway House Counselor

- 32 – 40 hours per week
- Lindsay Freeze, Administrator 603 446-4344
- Micki West, Supervisor 603 692-0071
- Daily Assessment of Perspective Residents and Presentation to

Treatment Team. Provided Counseling, Intake, Orientation, Basic Recovery Skills, Treatment Planning, Case Management, Referrals and Alcohol Education.

- Group Facilitation of Adult Men and Women in Ninety Day Treatment Program

  for Alcohol and Drug Addiction. Facilitation of Aftercare Group and

  Family Counseling to Residents of Turning Point Halfway House.

- Provided Out Patient Individual and Family Drug and Alcohol

  Counseling.

Seaborne Hospital Mar.1988 –Nov. 1994

Dover, NH

Primary Therapist

- 40 Hours Per Week Inpatient Multidisciplinary Team
- Ray McGardy, MA, LADC, Administrator 603 698-7647
- Margo Walker, MA, LADC and Robert Lang, MA, LADC, Supervisors
- Provided Individual Therapy and Group Facilitation. Carried a Case Load

  of 5-10 Newly Sober Adolescents and Adults. Assessments, Treatment

  Planning, Case Management, Counseling, Referrals, Family Therapy and

  Recovery Education for Addicts with Dual Diagnosis.

Clarisse Charland, M.Ed., MLADC
[redacted]

Experience

Outpatient and Residential Counselor: Headrest, Lebanon NH (May 2015-present)

Responsible for providing and supervising clinical services to clients in outpatient and residential programs

Clinician: Sullivan County Department of Corrections, Unity NH (June 2011-May 2015)

- Responsible for assessment of inmates sentenced to chemical dependency treatment program at the Community Corrections Center
- Responsible for psycho-education groups on coping skills using evidence-based interventions (CBT, DBT, Seeking Safety)

Clinician: Southeastern NH Services, Dover, NH (July 2010-March 2011)

- Provided clinical assessment, treatment planning, group and individual counseling to women in intensive outpatient treatment

Clinician: Center for Life Management, Derry, NH (May 2008-July 2010)

- Responsible for clinical assessment and treatment planning for clients in Community Support Program
- Provided individual psychotherapy for clients with severe and persistent mental illness and substance use disorders
- Co-led DBT groups

Outpatient Counselor: Concord Hospital, Concord, NH
(August 2001-May 2008)

- Provided clinical assessment and treatment of clients seeking outpatient substance abuse services
- Provided LADC evaluations for courts, NH DOC, NH Department of Safety and impaired driver intervention programs
- Referred dually diagnosed clients to mental health providers as needed

NH Certified Impaired Driver Intervention Program: REAP/Serenity Place December 2005-2012)

- Taught Prime for Life, an evidence-based 20-hour alcohol and drug education program to DWI offenders

Outpatient Counselor: Keystone Hall, Nashua, NH (September 1997-June 2001)

- Provided clinical assessment and outpatient substance abuse treatment for clients referred by NH Department of Corrections and DWI programs
- Provided court-ordered LADC evaluations

Student Assistance Counselor: Londonderry School District, Londonderry, NH (March 1993-September 1997)

- Designed and implemented Student Assistance Program at the elementary level
- Conducted teacher workshops and classroom presentations on the effects of substance abuse on children and families
- Provided individual and group counseling to children affected by substance abuse

Chemical Dependency Counselor: Catholic Medical Center, Manchester, NH (July 1992-September 1996)

Adult Education Counselor: Manchester Adult Learning Center, Manchester, NH (December 1990-January 1995)

Counselor Intern: Manchester Memorial High School Student Assistance Program, Manchester, NH (September 1991-May 1992)

Education

M.Ed., Counseling – 1992
Rivier College, Nashua, NH

B. A. English
Plymouth State College, Plymouth, NH

Gestalt Training in Addiction 2000-2001
Gestalt Training Center of Rhode Island

Certified Instructor-Prime for Life
Prevention Research Institute, Lexington, KY

NH Certified Instructor Impaired Driver Intervention Program

Certified Level 1-Equine Assisted Psychotherapy
EAGALA, Utah

RHONDA L. BISHOP

OBJECTIVE

To work for an organization that will utilize my education and experiences

EDUCATION

Springfield College, Manchester, NH • May 2015

- Bachelor of Human Service – *Summa Cum Laude*
- Major: Human Service/Concentration: Addiction Studies
- GPA: 3.944

Honors/Awards

- Dean's List/Academic Achievement Award/Kathy Anderson Scholarship
- Springfield College Scholarship Award/*Pi Gamma Mu*

Relevant Courses

- Interviewing Techniques, Addiction Counseling, Crisis Intervention
- Coping with Disease and Death, Group Techniques & Analysis
- Dynamics of Case Management, Substance Use & Abuse, Prevention to Treatment
- Family Counseling and Understanding Diverse Cultures, Intro Psychopathology

WORKING/COUNSELING EXPERIENCE

Residential Counselor – December 2015-Present
Headrest, Inc. – 14 Church Street, Lebanon, NH 03766

Family Worker/Advocate • August 2014 – November 2015
Tri County Cap Head Start – 610 Sullivan Street, Berlin, NH 03570

- Community/Committee organizational resource work and networking connections
- Comply with the federal, state, and local regulations
- Travel to business sites and to home visits, building trusting relationships
- Maintain confidential client files and records both electronic and paper form
- Motivational interviewing
- High level of professional and ethical standards
- Working with a multi-disciplinary team approach

Support Worker • March 2013 – August 2014
Keystone Hall/Cynthia Day Family Center - 615 Amhurst St, Nashua, NH 03063

- Maintained in house services to include groups, medications, transportation, shift notes
- Conduct a safe and healthy environment with high priority, room checks, and administer substance use testing
- High level of independent functioning and flexibility
- Strong professional customer service skills and personable support
- Provided substance abuse therapeutic treatment in a caring environment
- Working knowledge of the 12 steps AA, NA, and Nar-anon
- Facilitated therapeutic groups

Recovery Coach • March 2012 – Jan 2013
Friends of Recovery - 25 Lowell Street, Manchester NH 03101

- Administrative Intake/assessments
- Motivational interviewing
- Strength based movement through the stages of change
- Individual evidence based practices in treatment
- Maintained records and referrals

PROFESSIONAL/VOLUNTEER EXPERIENCE

- Mentor/Good Bridges/Goodwill
- Volunteer Transporter/Transport Central
- Treasurer/Board of NHTIAD/NHADACA
- Treasurer/Board of Transport Central
- Volunteer/Restorative Justice
- Plymouth Planning Board/Town of Plymouth
- Volunteer/Speare Memorial Hospital

PROFESSIONAL ORGANIZATIONS/CERTIFICATIONS

- Certified Recovery Support Worker/CRSW/State of New Hampshire
- Certified Recovery Coach and Trainer of Trainers
- Prime for Life Instructor/Certified
- Citizen Involvement/NHDOC
- Impaired Driver Education Instructor/exp. 8/14/2018
- Escort/Sober Escorts
- 306 CEU Trainings

SKILLS

- Microsoft Word
- Excel
- PowerPoint
- Office Experience
- Various computer programs utilized for data entry (WITS)
- Developing reports
- Networking and communication

INTERESTS

- Outdoor activities
- Snow shoeing
- Hiking
- Camping and spending time on the river
- Landscaping and gardening with vegetables and flowers
- Developing my artistic abilities through interior decorating, Fashion, photography and painting

THOMAS HOWARD

[redacted]

SUMMARY

I am the owner and operator of Serenity Carpets, a small retail flooring store in Croydon N.H. I have been in the flooring business since 1984. My business services many apartment complexes such as the Claremont Manor, Winter St. Commons, and Sugar River Apts. in the Upper Valley. I also operate Serenity Farms, a small vegetable and beef producing 59 acre Farm in Croydon. Being interested in the helping professions I have decide to peruse a career as a Licensed Alcohol and Drug Counselor (LADC). I am currently interning as an addiction counselor at Headrest a Transitional Living Home at 14 Church St. Lebanon N.H.as well as a paid residential counselor. I will be graduating this May from NHTI with an Associates degree in Addiction Counseling maintaining a grade point average (3.92) worthy of the Deans list for every semester attended at said NHTI.

HIGHLIGHTS

- DSM-IV knowledge
- Court procedures familiarity
- Passion for social work
- Sound judgment
- Group homes
- Sound judgment
- Experience working with disabled persons
- Working with 12 step programs
- Skilled mediator
- Natural leader
- Compassion

Child Protective Services (CPS)

- Community resources specialist
- Exceptional problem solver
- Charismatic public speaker
- Excellent analytical skills
- Outstanding interpersonal skills
- PowerPoint proficiency
- Quick learner
- Strong verbal communication

ACCOMPLISHMENTS

Presenting

Demonstrates strong communication skills through (Serving as State Representative for Sullivan County from 2008-2012)
Researched and developed many issues for my constituents which resulted in positive legislation for education and natural resources and development in N.H.
Initiated legislation that streamlined education issues in NH
Current member of NH Farm Bureau of Sullivan County
Former member of the Board of Directors for Mountain view Counseling
Member of the Newport Chamber of Commerce
Ran four Boston Marathons

EXPERIENCE

9/2013-present

Intern at Headrest for addiction counseling

Part time residential staff since October 2013

08/1983 to 07/2013

Owner/operator retail store
Serenity Carpets - Croydon, NH
Registered Serenity Carpets as business with State of NH in 1989. Operated in Mass prior to 1989

01/1981 to 02/1983

Teacher/ teacher aid Physical ed
Hayden Academy - Dorchster, Mass

EDUCATION

Education
Boston State College - Boston, Mass., U.S.A.
Bunker Hill Community College (general Studies) 1986
NHTI-currently enrolled in Addiction studies associates program. Carrying a 3.92 average

Jessica Goodwin

Human Services

[redacted]

WORK EXPERIENCE

Residential Counselor

Headrest Inc - Lebanon, NH - June 2015 to Present

Responsibilities
Case Management
1:1 counseling
Group counseling
Intakes
Drug screens

Service Scheduler

Gateway Motors - White River Junction, VT - July 2014 to April 2015

Responsibilities
Schedule service appointments via telephone and email
Answer telephones
Write up repair orders
Give estimates on vehicle repairs
Look up warranty information
Call insurance companies for proof of insurance of certain repairs

Accomplishments
very helpful to service department with extra hand.

Skills Used
Customer service, working fast paced, multi-tasking

Administrative Assistant

Longhill Partners - Woodstock, VT - April 2014 to July 2014

Answer multi-line telephone
Process orders
Data Entry
Work in Excel
Shipping/Mailing
Process credit cards
Receptionist work
Download orders
Make Galley's
Run Reports

Internet Sales Specialist

The Car Store - Norwich, VT - July 2013 to April 2014

Answer multi-line telephone
Schedule service appointments via phone and email
Manage Internet Sales
Data Entry
Work in Excel
Set Sales Appointments
Cashier
Receptionist work

Service Scheduler
White River Toyota - White River Junction, VT - May 2009 to January 2013

Answer multi-line telephone
Schedule service appointments via phone and email
Reminder phone calls and emails for service appointments.
Data Entry
Work in Excel
File paper work
Cashier

Service Clerk
Evan's Express Mart - White River Junction, VT - March 2009 to May 2009

Run register
Answer telephone
Daily reports
Run lottery
Stock shelves

Cashier
Price Chopper - West Lebanon, NH - October 2008 to January 2009

Run register

Customer Service Representative
Shaw's Supermarket - West Lebanon, NH - December 2004 to August 2008

Answer multi-line telephone
Data Entry
Daily reports
Light bookkeeping
Deposits
Run register
Check out Supervisor
Operate lottery and western union

Service Clerk
Cravin's - Lebanon, NH - April 2008 to June 2008

Run register
Price mark products
Answer telephone

Service Clerk

Walgreens - West Lebanon, NH - January 2008 to March 2008

Answer multi-line telephone
Run register
Operate Photo lab

Receptionist

The Car Store - Wilder, VT - June 2007 to January 2008

Answer multi-line telephone
Schedule service appointments via phone and email
Reminder phone calls and emails for service appointments.
Data Entry
Work in Excel
File paper work
Light bookkeeping
Daily and weekly reports
Rental agent

Receptionist

Miller Auto Group - Lebanon, NH - September 2006 to May 2007

Answer multi-line telephone
Data Entry
Work in Excel
File paper work
Light Accounting
Deposits
Light service adviser work

EDUCATION

Associate's in Human Services

Franklin Pierce University - West Lebanon, NH

GED

Adult Learning Center - Springfield, VT
2006

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Suzanne L. Thistle	Executive Director	$80,000	5%	$4000
Sara Poisson	Outpatient Clinical Coordinator	$50,000	5%	$2500
Tom Howard	Residential Managers	$29,950	5%	$1,495.50
Ernie Herbeck	Asst to Director	$27,040	5%	$1,352.-

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-09)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Horizons Counseling Center, Inc.		1.4 Contractor Address 25 Country Club Road, STE 705 Gilford, NH 03249	
1.5 Contractor Phone Number 603 524-8005	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $239,900.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Jacqueline Abikoff		1.12 Name and Title of Contractor Signatory Jacqueline Abikoff, Executive Director	

1.13 Acknowledgement: State of NH, County of Belknap

On Feb. 23, 2016, 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] ALEXANDRA MACDONALD Notary Public Commission Expires JAN-27-2021 NEW HAMPSHIRE

ALEXANDRA MACDONALD
Notary Public, State of New Hampshire
My Comm. Expires Jan 27, 2021

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Kathleen A. Dunn Date: 2/27/16	1.15 Name and Title of State Agency Signatory Kathleen A. Dunn Associate Commissioner
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Megan A. Yale - Attorney	On: 3/7/16
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 2/23/16

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date 2/23/16

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials _____
Date 8/23/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the general client

population that includes, but not limited to:

3.2.1. Adolescents;

3.2.2. Adults

3.2.3. Pregnant women;

3.2.4. Women with dependent children;

3.2.5. Injection drug users;

3.2.6. Individuals with co-occurring substance use and mental health disorders;

3.2.7. Veterans; and/or

3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.

4.1.3. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based

Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment and Integrated Medication Assisted Treatment (Sections 4.1.1 and 4.1.3 respectively).

4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.2.1.3. A MLADC or LADC

6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI

Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain

consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and

provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to

resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use

Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Facilities License

17.1. A facility license for residential services from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision;

and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is

available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of $75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.

5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:

   a. Total number of clients screened for services

   b. Number of client screened appropriate for services

   c. Number of clients engaging in services who's payer was:

      i. This contract

      ii. New Hampshire Health Protection Plan

      iii. New Hampshire Medicaid

      iv. Medicare

      v. Private Insurance

      vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be

imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure

that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or
2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services

to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1. To pregnant and injecting drug users first.

24.3.10.2. To other pregnant substance users second.

24.3.10.3. To other injecting drug users third.

24.3.10.4. To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to

pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor

remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to

reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Integrated Medication Assisted (See Section 6), as follows:

5.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.1.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.1.4.1. Submit separate batches for each billing month.

5.2. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Medication Assisted Treatment (MAT)shall be as follows:

6.1. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Integrated Medication Assisted Treatment Services for Staff Time, Medication, and Physician Time.

6.2. Staff Time: Staff Time is for non-medical staff time relative to the MAT program that is not billable as another service under this contract, such as consultation with a prescribing physician. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

6.3. Medication Contract Rate, Unit Type and Service Limit:

6.3.1. The Contractor will be reimbursed for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b),

6.3.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in an Opiate Treatment Program (OTP) certified per New Hampshire Administrative Rule He-A 304 as follows: The Contractor will be reimbursed for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Medication Assisted Treatment Services.

6.3.3. The Contractor will be reimbursed for up to 3 doses per client per day.

6.4. Physician Time: Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

6.5. The invoice at a minimum shall include:

6.5.1. For non-medical staff time:

6.5.1.1. A clear description of each expense including WITS Client ID #(s) when applicable;

6.5.1.2. The amount of each expense; and

6.5.1.3. The total of all expenses for the billing period in a Department defined invoice.

6.5.2. For client medications:

6.5.2.1. WITS Client ID #;

6.5.2.2. Period for which prescription is intended;

6.5.2.3. Name and dosage of the medication;

6.5.2.4. Associated Medicaid Code;

6.5.2.5. Charge for the medication.

6.5.2.6. Client cost share for the service; and

6.5.2.7. Amount being billed to the Department for the service.

6.5.3. For physician and other medical professional services:

6.5.3.1. WITS Client ID #;

6.5.3.2. Date of Service;

6.5.3.3. Description of service;

6.5.3.4. Associated Medicaid Code;
6.5.3.5. Charge for the service;
6.5.3.6. Client cost share for the service; and
6.5.3.7. Amount being billed to the Department for the service.

6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment 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. Invoices must be submitted to:

Financial Manager
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301

7. Payment for Crisis Services to Existing Clients and their Significant Others:
7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

8. Sliding Fee Scale
8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Integrated Medication Assisted Treatment – Staff time that is not a direct service to a specific client(s) (See Section 6), as follows:
8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.

8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.

8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Non Reimbursement for Services

9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.

9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.

9.1.3. Services covered by Medicare for clients who are eligible for Medicare.

9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.

10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

11. Funding may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep records of their activities related to Department programs and services.

13. 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.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

        15.2.1. Make cash payments to intended recipients of substance abuse services.
        15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
        15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
        15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

    15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

        15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Intensive Outpatient	$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week ($380), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	$7.50	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 of combined individual & group per week
Group Recovery Support Services (Non-Clinical)	$5.00	15 min	

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials 2/23/16
Date 2/23/16

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

25 Country Club Rd
Suite 705, Suite 607
Gilford, NH 03249
Belknap County

258 Highland St
Suite 13
Plymouth, NH 03264
Grafton County

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Horizons Counseling Center

2/23/2016
Date

Jacqueline Abikoff
Name: Jacqueline Abikoff
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Horizons Counseling Center

2/23/2016
Date

Jacqueline Abikoff
Name: Jacqueline Abikoff
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Horizons Counseling Center

2/23/2016
Date

Jacqueline Abikoff
Name: Jacqueline Abikoff
Title: Executive Director

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.

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: Horizons Counseling Center

2/23/16
Date

Jaqueline Abikoff
Name: Jaqueline Abikoff
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Horizons Counseling Center

2/23/2016
Date

Jacqueline Abikoff
Name: Jacqueline Abikoff
Title: Executive Director

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health & Human Services	Horizons Counseling Center
The State	Name of the Contractor
Kathleen Dunn	Jacqueline Abikoff
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Jacqueline Abikoff
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
2/27/16	2/23/2016
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Horizons Counseling Center

2/23/2016
Date

Jacqueline Abikoff
Name: Jacqueline Abikoff
Title: Executive Director

Contractor Initials JA
Date 2/23/16

FORM A

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

1. The DUNS number for your entity is: 198872905

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   1.1.1. Ownership;
   1.1.2. Physical location;
   1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
   1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
   1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
   1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
   1.2.2.3. Copies of applicable licenses for the new administrator;
   1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
   1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
   1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   2.1.1. The facility premises;
   2.1.2. All programs and services provided under the contract; and
   2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   3.1.1. Requiring a contractor to submit a plan of correction (POC);
   3.1.2. Imposing a directed POC upon a contractor;
   3.1.3. Suspension of a contract; or
   3.1.4. Revocation of a contract.

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;

12.2.4. Fourth section, Discharge Planning:

12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;

12.2.5. Fifth section, Releases of Information/Miscellaneous:

12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

12.2.5.2. Any correspondence pertinent to the client; and

12.2.5.3. Any other information the contractor deems significant.

12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.

12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.

12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.

12.6. All confidential information shall be maintained within a secure storage system at all times as follows:

12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;

12.6.2. All electronic files shall be password protected; and

12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.

12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:

12.6.4.1. For a minimum of 7 years for an adult; and

12.6.4.2. For a minimum of 7 years after age of majority for children.

12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another contractor; or

12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and
19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and
19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

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 HORIZONS COUNSELING CENTER, INC. is a New Hampshire nonprofit corporation formed March 2, 1990. 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 8th day of December A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, __David Parisi_____, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of __Horizons Counseling Center_____.
(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 ___April 8, 2015___:
(Date)

RESOLVED: That the ___Jacqueline Abikoff_____
(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 _February_____, 2016___.
(Date Contract Signed)

4. _Jacqueline Abikoff_____ is the duly elected _____Executive Director_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of _Belknap_____

The forgoing instrument was acknowledged before me this __23rd___ day of _February_, 2016__,

By __David Parisi_____.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

ALEXANDRA MACDONALD NOTARY PUBLIC NEW HAMPSHIRE Commission Expires JAN-27-2021
NOTARY SEAL

Commission Expires:

ALEXANDRA MACDONALD
Notary Public, State of New Hampshire
My Comm. Expires Jan 27, 2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2015

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 CROSS INSURANCE - LACONIA 155 Court Street Laconia NH 03246	CONTACT NAME: Amanda O'Brien PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666 E-MAIL ADDRESS: aobrien@crossagency.com
INSURED Horizons Counseling Center 25 Country Club Rd Gilford NH 03249	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Peerless Indemnity Ins Co 18333 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1562342275 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			BOP3772229	6/14/2015	6/14/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/borrowed	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BOP3772229	6/14/2015	6/14/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Location 1:25 Country Club Road, Gilford NH

Location 2: 258 Highland Street, Suite 13, Plymouth NH

CERTIFICATE HOLDER

NHDHHS
129 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

Amanda O'Brien/AOB

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2015

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	CONTACT NAME: Kathleen Gilman
Byse Agency Inc. 208 Union Ave. PO Box 1346 Laconia NH 03246	PHONE (A/C, No, Ext): (603) 524-4242 FAX (A/C, No): (603) 524-0748 E-MAIL ADDRESS: kgilman@byseinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Charter Oak Fire Insurance Company — 25615
INSURED HORIZONS COUNSELING CENTER 25 COUNTRY CLUB ROAD GILFORD NH 03249	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** NH DHHS 2015-16 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB5C113621	12/15/2015	12/15/2016	X PER STATUTE ☐ 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/Partners/Officers/Others excluded: Board of Directors

CERTIFICATE HOLDER

jabikoff@gmail.com

NH Dept. of Health & Human Services
129 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

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HORIZONS COUNSELING CENTER

MISSION STATEMENT

Horizons Counseling Center is dedicated to the provision of comprehensive, quality prevention, assessment and treatment services for substance use and co-occurring mental health disorders. We seek to ensure access to services for substance abusers and their families regardless of income or ability to pay. Through community education we seek to raise awareness about the disease of addiction and to reduce the stigma associated with addiction that creates barriers to treatment and discrimination for addicted persons and their families.

Horizons Counseling Center, Inc.
Financial Statements
June 30, 2013 and 2012

Horizons Counseling Center, Inc.
Financial Statements
June 30, 2013

Table of Contents

	Page
Independent Accountants' Report	1
Statement of Financial Position	2
Statement of Activities	3
Statement of Functional Expenses	4-5
Statement of Cash Flows	5
Notes to Financial Statements	6

MALONE, DIRUBBO & COMPANY, P.C. Certified Public Accountants

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James F. Dirubbo, CPA, CGMA
Ronda J. Kilanowski, CPA, CGMA
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INDEPENDENT AUDITORS' REPORT

To the Board of Trustees of Horizon Counseling Center, Inc.
Gilford, NH 03246

We have audited the accompanying financial statements of Horizon Counseling Center, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities, functional expenses, 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 audits. We conducted our audits 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 from 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 audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Horizon Counseling Center, Inc. as of June 30, 2013 and 2012, 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.

Malone, Dirubbo + Company, P.C.

Malone, Dirubbo & Company, P.C.

Franklin, New Hampshire
November 6, 2014

Horizons Counseling Center, Inc.
Statements of Financial Position
As of June 30,

ASSETS

	2013	2012
Current Assets		
Cash	$ 58,064	$ 147,681
Grants receivable	15,799	31,853
Accounts receivable (net realizable value)	43,331	32,943
Contracts receivable	10,025	8,455
Prepaid expenses	2,155	355
Total Current Assets	129,374	221,287
Property and Equipment		
Office equipment	2,790	2,790
Less: accumulated depreciation	(2,148)	(1,807)
Property and Equipment, Net	642	983
TOTAL ASSETS	$ 130,016	$ 222,270

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable	$ 8,815	$ 8,368
Payroll taxes payable	283	310
Total Current Liabilities	9,098	8,678
Unrestricted Net Assets	120,918	213,592
TOTAL LIABILITIES AND NET ASSETS	$ 130,016	$ 222,270

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.
Statements of Activities
For the Years Ended June 30,

	2013	2012
Support and Revenue		
Grant contract revenue	$ 189,586	$ 189,576
Service fees (net)	121,742	102,997
Other contract revenue	81,503	70,499
Donations	11,421	0
In-kind support	6,400	0
Other revenue	12,639	0
Total Support and Revenue	423,291	363,072
Expenses		
Program services	385,762	269,310
Management and general expenses	130,203	129,999
Total Expenses	515,965	399,309
Increase (Decrease) in Unrestricted Net Assets	(92,674)	(36,237)
Net Assets at Beginning of Year	213,592	249,829
Net Assets at End of Year	$ 120,918	$ 213,592

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2013

	Program Services	Management & General	Total
Salary- clinicians	$ 264,029	$ 15,120	$ 279,149
Salary- executive director	14,000	56,000	70,000
Salary - administrative	0	7,250	7,250
Employee benefits	42,421	23,823	66,244
Payroll tax expense	22,578	6,265	28,843
Donated program services	6,400	0	6,400
Advertising and promotions	0	50	50
Depreciation	0	340	340
Professional development	0	255	255
Liability insurance	0	4,756	4,756
Office supplies	0	1,489	1,489
Postage	0	669	669
Rent	23,885	5,971	29,856
Telephone and internet	2,004	655	2,659
Utilities	4,014	1,003	5,017
Professional fees - accounting	0	575	575
Professional fees - auditing	0	5,600	5,600
Professional fees - consulting	6,000	0	6,000
Miscellaneous expense	431	382	813
Total Expenses	$ 385,762	$ 130,203	$ 515,965

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2012

	Program Services	Management & General	Total
Salary- clinicians	$ 172,815	$ 9,713	$ 182,528
Salary- executive director	14,000	56,000	70,000
Salary - administrative	0	16,531	16,531
Employee benefits	45,168	21,128	66,296
Payroll tax expense	16,723	5,468	22,191
Bank fees	0	160	160
Depreciation	0	340	340
Professional development	0	263	263
Workers compensation insurance	0	1,902	1,902
Liability insurance	0	2,871	2,871
Licenses and fees	0	75	75
Office supplies	0	1,785	1,785
Postage	0	625	625
Rent	16,085	4,021	20,106
Telephone and internet	1,886	471	2,357
Utilities	2,484	621	3,105
Professional fees - accounting	0	475	475
Professional fees - auditing	0	5,300	5,300
Professional fees - consulting	100	0	100
Penalties & fees	0	2,200	2,200
Miscellaneous expense	49	50	99
Total Expenses	$ 269,310	$ 129,999	$ 399,309

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.
Statements of Cash Flows
For the Years Ended June 30,

	2013	2012
Cash Flows from Operating Activities		
Change in Net Assets	$ (92,674)	$ (36,237)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:		
Depreciation expense	340	340
Decrease (increase) in operating assets:		
Grants and contracts receivable	14,485	(5,654)
Accounts receivable	(10,388)	(5,643)
Other current assets	(1,800)	931
Increase (decrease) in operating liabilities:		
Accounts payable	447	7,368
Accrued liabilities	(27)	9
Net cash provided by (used in) operating activities	(89,617)	(38,886)
Net increase (decrease) in cash	(89,617)	(38,886)
Cash at beginning of year	147,681	186,567
Cash at end of year	$ 58,064	$ 147,681

See accompanying notes and independent auditors' report.

basis in the ... services and management services benefited based on ...

Horizons Counseling Center, Inc.
Notes to Financial Statements
June 30, 2013 and 2012

Note 1: Organization

Horizons Counseling Center, Inc. is a New Hampshire non-profit organization incorporated March 2, 1990. The Organization is dedicated to providing quality mental health care services for the comprehensive prevention, assessment and treatment of substance abuse and dependence, and related behavioral matters. Services are provided to substance abusers, their families and others affected by the substance abuse. The Organization is dedicated to providing these services to those of limited financial ability, regardless of their ability to pay.

Note 2: Summary of Significant Accounting Policies

Accounting Method

The financial statements have been prepared using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when they are earned and expenses are recorded at the time liabilities are incurred.

Net Assets

The Organization reports 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 include the portion of funds that are not restricted by donor or grantor and are available for support of the Organizations' operation.

Temporarily Restricted Net Assets include the portion of funds for which donor or grantor restrictions have not yet been met and for which the ultimate purpose of the proceeds are not permanently restricted.

Permanently Restricted Net Assets include the portion of funds for which donor or grantor imposed restrictions require the funds to be maintained permanently by the Organization.

Cash and Cash Equivalents

For the purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable is stated at net realizable value and consists of amounts due from clients for services rendered. Service fees are recorded in the year in which the service is performed. Uncollectible amounts, estimated by management based on historical data, are recorded in the period during which the services are provided even though the actual amounts may become known at a later date.

Note 2: Summary of Significant Accounting Policies – continued

Accounts Receivable - continued

Under terms of the State grant the Organization receives, no patient may be denied services for an inability to pay, resulting in services that are provided but are never expected to result in cash flows. These services estimated at approximately 54% of billings, do not qualify for recognition as receivables or revenue.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at their fair market value at the date of donation. Maintenance and repairs are charged to operations when incurred; major purchases and improvements are capitalized. Fixed assets, consisting of computer and telephone equipment are being depreciated over a five year period using the straight line method.

Grants

The State of New Hampshire, in accordance with a grant contract with the Organization, allows any surplus of revenues over expenses to be used on activities approved by the grant contract with the State of New Hampshire, Department of Health and Human Services – Bureau of Drug and Alcohol Services (BDAS) to cover Medicaid shortfalls, or to be expended at HCC's discretion to increase or improve service delivery within the programs specified by the contract except that such expenditures shall not increase the annualized operating cost of such programs without the prior written approval of BDAS. (See Note 6)

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. When a restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has chosen to record restricted contributions whose restrictions are met in the same reporting period as unrestricted contributions.

Schedules of Functional Expenses

The costs of providing various program and management services have been summarized on a functional basis in the Statement of Functional Expenses. Accordingly, certain costs have been allocated amongst the program services and management services benefited based on actual costs and analysis of personnel time.

Note 2: Summary of Significant Accounting Policies – continued

Use of Estimates

Preparation of the Organizations' financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of income and expenses during the reporting period. Actual results could vary from these estimates.

In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. During the years ended June 30, 2013 and 2012, donated professional services of $6,400 and $0 were received and recorded in the financial statements. Volunteers, mainly board members, donate time to the Organization's program services. These services have not been included in donated materials and services because their value has not been determined.

Federally Insured Limits

The Organization maintains its cash account at one financial institution, which is secured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 in aggregate. The Organization has not exceeded this limit for the years ending June 30, 2013 and 2012.

Tax Status

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and did not conduct unrelated business activities. Therefore, there is no provision for federal income taxes in the accompanying financial statements. In addition, the Organization has been determined by the IRS not to be a private foundation within the meaning of Section 590(a) of the Internal Revenue Code.

Uncertainty in Income Taxes

The Organization recognizes uncertain income tax positions as required by generally accepted accounting principles. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained

Note 2: Summary of Significant Accounting Policies – continued

Uncertainty in Income Taxes - continued

upon examination by taxing authorities. The Organization has analyzed its tax positions taken for filing with the Internal Revenue Service and the State of New Hampshire. The Organization believes that the income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations, or cash flows. Accordingly, the Organization has not recorded any reserves or related accruals for interest and penalties for uncertain tax positions at June 30, 2013.

The Organization is subject to routine examinations by taxing jurisdictions; however, there are currently no examinations in progress for any tax period. The Organization believes it is no longer subject to income tax examinations for fiscal years ended prior to June 30, 2010.

Note 3: Leased Facilities and Related Party

The Organization rents the Gilford office from a related party, the spouse of the Executive Director. The rental agreement is unwritten, but annual rental payments are approved each year by the Board of Directors. For the years ended June 30, 2013 and 2012 the total rent paid to the related party was $14,406.

For the years ended June 30, 2013 and 2012, the Organization also rented space in Plymouth, New Hampshire. A 24 month lease agreement was entered into on January 1, 2012, which calls for monthly rent payments of $475. The total rent for the Plymouth office for the June 30, 2013 and 2012 was $5,550 and $5,700, respectively.

Effective August 6, 2012, the Organization rented space in Gilford, New Hampshire. The lease is for one year, which calls for monthly rent payments of $900. Total rent paid for the year ended June 30, 2013 was $9,900.

Note 4: Concentration of Risk

The Organization grants credit to its patients, most of whom are local residents and some of whom are insured under third-party payer agreements. Based upon factors surrounding the credit risk of specific patients, historical trends, and other information, the Organization has estimated the collectible balances for patient receivables. No collateral or other security to support patient receivables is required.

The Organization receives the majority of its support from the New Hampshire Department of Health and Human Services. In the event that this support were to be eliminated, it is likely that the Organization would need to reduce its current operations.

Note 5: Grant Revenue and Support

The Organization receives substantial funding in the form of grants from the New Hampshire Department of Health and Human Services - Bureau of Drug and Alcohol Services (BDAS). The Organization reports the grant funding as income for the period in which services are rendered and costs are incurred.

Under the terms of the grant, no patient may be denied services due to an inability to pay for such services. Consequently, all patients are billed on a sliding fee scale based upon their financial resources. The difference between the established rates and the amount collectible and the difference between the established rates and third-party payments are deducted from gross service revenue.

Note 6: Related Party

During the year ended June 30, 2013, the Organization received donations totaling $10,500 from relatives of the executive director.

Note 7: Subsequent Events

Management has evaluated subsequent events through November 6, 2014, which is the date the financial statements were available to be issued.

HORIZONS COUNSELING CENTER

PRESIDENT:
David Parisi, LICSW, MLADC
Gilford, NH 03249

VICE –PRESIDENT:
Jan Best
Gilmanton, NH 032

TREASURER:
Rosanne Sheridan, RN
Gilford, NH 03249

SECRETARY:
Elaine Blinn
Gilford, NH 03249

EXECUTIVE DIRECTOR:
Jacqui Abikoff, LICSW, MLADC
Gilford, NH 03249

DIRECTORS:

Susan Flanders
Laconia, NH 03246

Suzanne Rock, Esq.
Gilford, NH 03249

Donna Mooney
Gilford, NH 03249

JACQUELINE HOCHWEISS ABIKOFF

OFFICE: 603-524-8005

CREDENTIALS:

LICSW NH Licensed Independent Clinical Social Worker
MLADC NH Licensed Alcohol and Drug Counselor
ACSW Academy of Certified Social Workers
Diplomate in Clinical Social Work

EDUCATION:

1980 **Master of Social Work**
Portland State University, Portland, OR

1972 **Bachelor of Arts**
Barnard College, New York, NY

PROFESSIONAL EXPERIENCE:

1987 – Present **Horizons Counseling Center,** Laconia, NH
Executive Director
Administrative, fiscal and clinical management of non-profit agency treating substance abuse and co-occurring disorders. Responsibilities include program development and implementation, clinical supervision, grant writing, fund raising, community relations, budgetary management.
Responsible to the Board of Directors.

1986 – Present **Consultant and trainer on co-occurring substance use and mental health disorders, domestic and sexual violence, forensics, criminal justice and confidentiality and professional ethics.**

2002 - 2012 **New Hampshire Training Institute on Addictive Disorders**
Project Manager

1988 – Present **Faculty, New England School of Addiction Studies**

2000, 2010 **Faculty, New England Best Practices School of Addiction Studies**

1983 – 1987 **Lakes Region Mental Health Center,** Laconia, NH
Coordinator of Emergency Services (1985-87)
Administrative, programmatic and clinical responsibility for a 24 hour crisis response program providing crisis intervention/stabilization, evaluation, diagnosis, suicide prevention and brief treatment.
Coordination of brief psychiatric in-patient treatment program.
Supervision of clinical staff and interns.
Emergency Services and Brief Hospitalization Clinician (1983-85)

1981 – 1983 **Child and Family Services, Knoxville, TN**
Social Worker / Therapist
Protective Services Counseling Program/Family Crisis Center

1979 – 1980 **Child Protective Services,** Portland, OR
Clinical Intern, Intake and Assessment Unit, Sexual Abuse Project

1978 – 1979 **Portland Public Schools,** Portland, OR
School Social Work Intern

1973 – 1978	**Holyoke Public Schools,** Holyoke, MA **Guidance Counselor, Bilingual Education** **Elementary Bilingual Education Teacher**
1972 – 1973	**Brandeis High School,** New York, NY **Spanish Teacher**

COMMUNITY SERVICE:

NH Board of Licensing for Alcohol and Other Drug Use Professionals 2009 – 2015, Chair 2012-2015

NH Commission to Examine Driving While Impaired (DWI) Education and Intervention Programs. 2011-13

NH Governors Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Co-occurring Disorders Treatment Task Force 2005 - 2010

Chair, Peer Review Committee for NH Board of Alcohol and Drug Abuse Professional Practice 1998-2006

NH Certification Board for Alcohol and Drug Abuse Counselors 1992-98, Board Chair; 1995-98

Training Supervisor, International Certification & Reciprocity Consortium, Alcohol and Other Drug Abuse, 1987 – 2008

Board of Directors, NH Alcohol and Drug Abuse Counselors Association, Public Policy Chair, 2001-2013, President 2003 – 2005, Treasurer: 2000 – 2002, Chair, Ethics Committee: 1991-1994 and 2011-13, Treasurer 2016-Current

NAADAC, the Association of Addictions Professionals, Public Policy Committee, 2004- 2007. PAC Committee Trustee, 2008-2014

Board of Directors NH Alcohol and Other Drug Abuse Service Providers Association and Public Policy Chair 2004-Present, Vice-President for Treatment, 2010-2015

Commission to Examine Driving While Impaired Prevention and Treatment Programs, 2010-2012

Winnepesaukee Region Public Health Council, 2013-Present

Methamphetamine Commission, 2005-2006

Board of Directors, NH Task Force on Women and Addiction, 2004-2005

Board of Directors, New Hampshire Addiction Services Providers Network, 2000 - 2002

New Hampshire Behavioral Health Disaster Planning Committee, 2003 – 2005

Central New Hampshire Behavioral Health Disaster Response Team, 2005-Present, Team Leader, 2005-2006

Behavioral Health Network (Blue Cross Blue Shield) Quality Assurance Advisory Committee, 2001-2007

Behavioral Health Network (Blue Cross Blue Shield) Professional Credentialing Committee, 2001-2007

Anthem / Wellspring Professional Advisory Board, Northeast Region, 2007 - 2010

Belknap County Addiction Task Force, Chair, 2002 –2005

Classification Board, Belknap County Department of Corrections, 1990–2003

Treasurer, Board of Directors, Friends of Recovery-New Hampshire, 2000-2002

Chair, Cultural Sensitivity Committee, International Certification & Reciprocity Consortium, 1999-2001

Belknap County Citizens Council on Children and Families Juvenile Justice Advisory Board, 2002 – 2005

Board of Directors, New Beginnings: A Women's Crisis Center, Laconia, NH, 1991–1994

New Hampshire Coalition Against Domestic and Sexual Violence Grants Committee, 1983-85

Charter Member, Board of Directors, Tennessee Coalition Against Domestic Violence 1981 -1983

LYNNE THELMA TOWLE

CREDENTIALS: LCMHC NH Licensed Mental Health Counselor # 223
MLADC NH Master Licensed Alcohol and Drug Counselor #448

EDUCATION:

1992- Present: On-going education in substance abuse, mental health issues, ethics, adolescent treatment issues, domestic violence and women's issues.

1992- Master of Arts in Counseling Psychology, Antioch New England Graduate School, Keene, NH.

1985- Bachelor of Arts, University of New Hampshire, Durham, NH

PROFESSIONAL EXPERIENCE:

August 1993 – present Horizons Counseling Center, Gilford, New Hampshire
Assistant Director/Senior Clinician

- Provide individual, group and evaluation services to adults and adolescents with substance use and/or co-occurring disorders.
- Provide 24 hour emergency services to clients in crisis.
- Manage all aspects of electronic health record (WITS).
- Provide administrative support to Director.

July 1992-July 1993 State of NH, Transitional Housing, Concord, NH
Director of Census Management

April 1986 – July 1992 State of NH, New Hampshire Hospital, Concord, NH
Behavior Specialist

June 1985 – April 1986 State of NH, New Hampshire Hospital, Concord, NH
Mental Health Worker

COMMUNITY SERVICE:

- Board of Director, New Hampshire Alcohol and Drug Abuse Counselors Association
  - ➢ Regional Representative 1995-1998
  - ➢ Executive Board: Secretary 1998-2002
  - ➢ Regional Representative 2013-2014
  - ➢ Executive Board: Secretary 2015-present

- Board of Director, New Hampshire Providers Association
  - ➢ Board Member: July 2015-present

AFFILIATIONS:
National Association of Drug and Alcohol Abuse Counselors (NAADAC)
NH Alcohol and Drug Abuse Counselors Association (NHADACA)
NH Providers Association (NHPA)

REFERENCES: Will be furnished upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jacqui Abikoff	Executive Director	$70,000.00	10%	$7,000.00 (with $3,500.00 for direct clinical services)
Lynne Towle	Assistant Director	$48,000.00	25%	$12,100.00 (with $7,260.00mfor direct clinical services)

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-10)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Alcoholism Rehabilitation Center		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-621-3461	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $643,300
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Elin Treanor		1.12 Name and Title of Contractor Signatory Elin Treanor, CFO	

1.13 Acknowledgement: State of NH , County of Hillsborough

On 2/24/2016, 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] Wendy M. Boelee my commission expires 10/15/19

1.13.2 Name and Title of Notary or ~~Justice of the Peace~~

Wendy M. Boelee, Notary Public

1.14 State Agency Signature Kathleen A Dunn Date: 2/26/16	1.15 Name and Title of State Agency Signatory Kathleen A Dunn Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Yoyle - Attorney On: 3/7/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 2/24/16

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date 2/24/16

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials 

Date 2/24/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the general client

population that includes, but not limited to:

3.2.1. Adolescents;

3.2.2. Adults

3.2.3. Pregnant women;

3.2.4. Women with dependent children;

3.2.5. Injection drug users;

3.2.6. Individuals with co-occurring substance use and mental health disorders;

3.2.7. Veterans; and/or

3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.

4.1.3. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

4.1.4. Transitional Living Services provide residential substance abuse treatment services designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MLADC) or unlicensed counselor working under the supervision of a LADC or MLADC and 2 hours must be delivered by a Certified Recovery Support Worker (CRSW). The maximum length of stay in this service is 6 months. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.4.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $77 per week.

4.1.4.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.4.3. The Contractor shall maintain records to account for the client's

contribution to room and board.

4.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.5.1. The Contractor may charge the client fees for room and board in accordance with Sections 4.1.4.1 through 4.1.4.3 above.

4.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.

4.1.7. Withdrawal Management services as defined as ASAM Criteria 3.7-WM as a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment Services 4.1.1.

4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this

assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.2.1.3. A MLADC or LADC

6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, except for Transitional Living, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent

needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current

provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the

client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4, except for Transitional Living. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the

patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services and Transitional Living.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette

butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.

17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration.

17.3. The Contractor shall provide to the Department a copy of the required facility license, in Section 17.1 within 30 days of the contract effective date and then within 30 days after the newly issued license.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct

contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if

after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of $75.00

Performance Criteria	Incentive Payment
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:

a. Total number of clients screened for services

b. Number of client screened appropriate for services

c. Number of clients engaging in services who's payer was:

i. This contract

ii. New Hampshire Health Protection Plan

iii. New Hampshire Medicaid

iv. Medicare

v. Private Insurance

vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for

Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or

decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of

sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or
2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1. To pregnant and injecting drug users first.

24.3.10.2. To other pregnant substance users second.

24.3.10.3. To other injecting drug users third.

24.3.10.4. To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-

based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 7, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 7 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:

4.4.1. In Exhibit A, Sections 4.1.4 Transitional Living and 4.1.5.Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 as follows:

5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.4.1. Submit separate batches for each billing month.

5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Crisis Services to Existing Clients and their Significant Others:

6.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

7. Sliding Fee Scale

7.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 as follows:

7.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

7.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
7.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
7.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
7.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
7.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
7.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
7.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

8. Non Reimbursement for Services
8.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

8.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
8.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
8.1.3. Services covered by Medicare for clients who are eligible for Medicare.
8.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 8.1.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. Funding may not be used to replace funding for a program already funded from another source.

11. The Contractor will keep records of their activities related to Department programs and services.

12. 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.

13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

        14.2.1. Make cash payments to intended recipients of substance abuse services.
        14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
        14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
        14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

    14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

        14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act

enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Intensive Outpatient	$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week ($380), per client
Partial Hospitalization	$203.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	6 days per week ($1,218) per client
Transitional Living	$100.00	Per day	7 days per week ($700), per client
Low-Intensity Residential Adolescent	$130.00	Per day	7 days per week ($910), per client
High-Intensity Residential Adult	$140.00	Per day	7 days per week ($980), per client
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	$195.00	Per day	7 days per week ($1,365) per client



Exhibit B-1

Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	Up to $160 per week, per client
Group Recovery Support Services (Non-Clinical)	$5.00	15 min	

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

2/24/16
Date

Name: Elin Treanor
Title: CFO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

2/24/16
Date

Name: Elin Treanor
Title: CFO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

2/24/16
Date

Name: Elin Treanor
Title: CFO

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.

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:

2/24/16
Date

Name: Elin Treanor
Title: CFO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

2/24/16
Date

Name: Elin Treanor
Title: CFO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

Contractor Initials

Date 2/24/16

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.

Department of Health & Human Services	Manchester Alcoholism Rehabilitation Center
The State	Name of the Contractor
Kathleen A Dunn	Elin Treanor
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Elin Treanor
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	CFO
Title of Authorized Representative	Title of Authorized Representative
2/26/16	2/24/16
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

2/24/16
Date

Name: Elin Treanor
Title: CFO

FORM A

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

1. The DUNS number for your entity is: 948500285

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   - 1.1.1. Ownership;
   - 1.1.2. Physical location;
   - 1.1.3. Name.

   1.2. When there is a new administrator, the following shall apply:
   - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
     - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
     - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
     - 1.2.2.3. Copies of applicable licenses for the new administrator;
   - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
     - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
     - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   - 2.1.1. The facility premises;
   - 2.1.2. All programs and services provided under the contract; and
   - 2.1.3. Any records required by the contract.

   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
   - 3.1.2. Imposing a directed POC upon a contractor;
   - 3.1.3. Suspension of a contract; or
   - 3.1.4. Revocation of a contract.

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the contractor deems significant.
12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
12.8.2. Transfer records of clients who have given written consent to another contractor; or
12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
13. Medication Services.
13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
13.2.1. The client's name;
13.2.2. The medication name and strength;
13.2.3. The prescribed dose;
13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and

19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

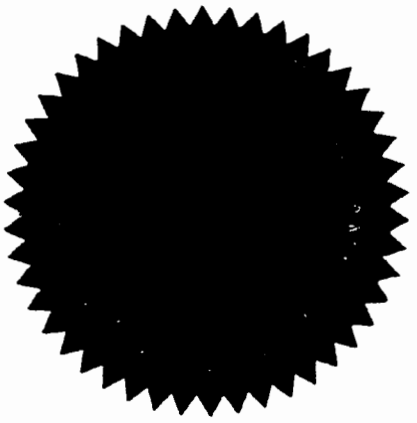
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

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 Manchester Alcoholism Rehabilitation Center is a New Hampshire nonprofit corporation formed February 19, 1980. 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 6th day of April, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, __Betty Burke_____, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of _Manchester Alcoholism Rehabilitation Center_____.
(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 4/8/2015:
(Date)

RESOLVED: That the _____CFO_____
(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 _24th__ day of _February_____, 2016_.
(Date Contract Signed)

4. __Elin Treanor_____ is the duly elected __CFO_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of _Hillsborough_____

The forgoing instrument was acknowledged before me this _24th_____ day of _February__, 2016__,

By __Betty Burke_____.
(Name of Elected Officer of the Agency)

Wendy M. Boelen
(Notary Public/~~Justice of the Peace~~)

(NOTARY SEAL)

Commission Expires: 10/15/19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2015

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	CONTACT NAME: Producer HOUSE	
Hays Companies 133 Federal Street, 2nd Floor Boston MA 02110	PHONE (A/C, No, Ext): (617) 723-7775	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United States Fire Insurance	21113
INSURED	INSURER B :	
Easter Seals New Hampshire,Inc 555 Auburn Street Manchester NH 03103	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16-17 WC **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		406-7196831	1/1/2016	1/1/2017	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

Department of Health & Human Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James Hays/FTHOMA

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Client#: 497072 EASTESEA7

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2015

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 USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Insurance Company — 23850 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	PHPK1381711	09/01/2015	09/01/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X Professional Liab						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			PHPK1381711	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB511851	09/01/2015	09/01/2016	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $ $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	EDP			PHPK1381711	09/01/2015	09/01/2016	$2,219,050 $500 Deductible Special Form Incl Theft	

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

Supplemental Names:Easter Seals ME, Inc., STS, Inc., Agency Realty, Inc., Easter Seals Rhode Island, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,- The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	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 E. Gould Jr.

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KMAZP

DESCRIPTIONS (Continued from Page 1)

such status, and only with regard to the above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



Mission:

Easter Seals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

BAKER | NEWMAN | NOYES

Certified Public Accountants

Easter Seals New Hampshire, Inc. and Subsidiaries

Consolidated Financial Statements and Other Financial Information

Years Ended August 31, 2014 and 2013
With Independent Auditors' Report

INTEGRITY • SERVICE • SOLUTIONS

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION

For the Years Ended August 31, 2014 and 2013

CONTENTS

	Page
Independent Auditors' Report	1
Audited Consolidated Financial Statements:	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities and Changes in Net Assets	4
Consolidated Statements of Functional Expenses	8
Consolidated Statements of Cash Flows	10
Notes to Consolidated Financial Statements	12
Other Financial Information:	
Consolidating Statements of Financial Position	37
Consolidating Statements of Activities and Changes in Net Assets	41
Consolidating Statements of Functional Expenses	45

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2014 and 2013, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

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

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 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.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated 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 consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 5, 2014 on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes
Limited Liability Company

Manchester, New Hampshire
December 5, 2014

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2014 and 2013

	2014	2013
ASSETS		
Current assets:		
Cash and cash equivalents	$ 2,757,134	$ 3,042,621
Accounts receivable from affiliates	341,653	247,471
Program and other accounts receivable, less contractual allowance of $218,900 in 2014 and $210,300 in 2013, and allowance for doubtful accounts of $440,800 in 2014 and $930,400 in 2013	10,122,747	11,224,708
Contributions receivable, less allowance for doubtful accounts of $45,400 in 2014 and $25,500 in 2013	705,374	686,110
Current portion of assets limited as to use	300,046	541,961
Prepaid expenses and other current assets	678,326	783,844
Total current assets	14,905,280	16,526,715
Assets limited as to use, net of current portion	986,277	4,558,513
Fixed assets, net	25,094,383	28,066,884
Property held for sale	1,289,894	822,504
Bond issuance costs, net	235,113	244,751
Investments, at fair value	13,833,046	14,264,341
Beneficial interest in trusts held by others and other assets	1,550,919	6,830,800
	$57,894,912	$71,314,508
LIABILITIES AND NET ASSETS		
Current liabilities:		
Lines of credit	$ 2,197,904	$ 4,212,394
Accounts payable	1,907,743	1,812,128
Accrued expenses	4,251,482	4,143,454
Current portion of deferred revenue	858,258	839,567
Current portion of interest rate swap agreements	615,570	708,132
Current portion of long-term debt	4,228,339	796,290
Total current liabilities	14,059,296	12,511,965
Deferred revenue, net of current portion	999,167	4,218,053
Other liabilities	987,185	1,367,458
Interest rate swap agreements, less current portion	2,714,243	2,050,214
Long-term debt, less current portion	18,976,300	25,318,667
Total liabilities	37,736,191	45,466,357
Net assets:		
Unrestricted	14,189,337	14,767,708
Temporarily restricted	944,862	925,437
Permanently restricted	5,024,522	10,155,006
Total net assets	20,158,721	25,848,151
	$57,894,912	$71,314,508

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Public support and revenue:				
Public support:				
Contributions	$ 744,262	$ 542,179	$ 13,813	$ 1,300,254
Special events, net of related direct costs of $819,901	1,059,080	756,895	–	1,815,975
Annual campaigns, net of related direct costs of $67,889	468,261	33,589	–	501,850
Bequests	448,558	–	–	448,558
Net assets released from restrictions	1,356,595	(1,356,595)	–	–
Total public support	4,076,756	(23,932)	13,813	4,066,637
Revenue:				
Fees and grants from governmental agencies	67,725,297	–	–	67,725,297
Other fees and grants	25,094,296	–	–	25,094,296
Sales to public	4,270,196	–	–	4,270,196
Dividend and interest income	742,337	3,613	–	745,950
Rental income	65,204	–	–	65,204
Other	459,188	–	–	459,188
Total revenue	98,356,518	3,613	–	98,360,131
Total public support and revenue	102,433,274	(20,319)	13,813	102,426,768
Operating expenses:				
Program services:				
Public health education	515,992	–	–	515,992
Professional education	29,065	–	–	29,065
Direct services	89,987,134	–	–	89,987,134
Total program services	90,532,191	–	–	90,532,191
Supporting services:				
Management and general	9,419,570	–	–	9,419,570
Fundraising	2,006,939	–	–	2,006,939
Total supporting services	11,426,509	–	–	11,426,509
Total functional expenses	101,958,700	–	–	101,958,700
Support of National programs	122,586	–	–	122,586
Total operating expenses	102,081,286	–	–	102,081,286
Increase (decrease) in net assets from operations	351,988	(20,319)	13,813	345,482

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	$ (594,854)	$ –	$ –	$ (594,854)
Net unrealized and realized gains on investments	1,496,964	37,986	–	1,534,950
Increase in fair value of beneficial interest in trusts held by others	–	–	574,970	574,970
Gain on sales and disposals of property, plant and equipment	14,352	–	–	14,352
Other nonoperating losses	(249,092)	–	–	(249,092)
	667,370	37,986	574,970	1,280,326
Increase in net assets before effects of deconsolidation of affiliate	1,019,358	17,667	588,783	1,625,808
Deconsolidation of affiliate – see note 12	(121,612)	(200)	(5,719,267)	(5,841,079)
Increase (decrease) in net assets before effects of discontinued operations	897,746	17,467	(5,130,484)	(4,215,271)
Loss from discontinued operations – see note 13	(1,476,117)	1,958	–	(1,474,159)
Total (decrease) increase in net assets	(578,371)	19,425	(5,130,484)	(5,689,430)
Net assets at beginning of year	14,767,708	925,437	10,155,006	25,848,151
Net assets at end of year	$ 14,189,337	$ 944,862	$ 5,024,522	$ 20,158,721

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2013

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Public support and revenue:				
Public support:				
Contributions	$ 861,583	$ 1,622,346	$ 13,648	$ 2,497,577
Special events, net of related direct costs of $307,832	857,369	131,154	–	988,523
Annual campaigns, net of related direct costs of $80,637	391,930	51,304	–	443,234
Bequests	369,823	–	–	369,823
Net assets released from restrictions	1,497,063	(1,497,063)	–	–
Total public support	3,977,768	307,741	13,648	4,299,157
Revenue:				
Fees and grants from governmental agencies	63,628,203	–	–	63,628,203
Other fees and grants	24,013,223	–	–	24,013,223
Sales to public	4,019,558	–	–	4,019,558
Dividend and interest income	681,151	1,141	–	682,292
Rental income	144,771	–	–	144,771
Other	679,263	–	–	679,263
Total revenue	93,166,169	1,141	–	93,167,310
Total public support and revenue	97,143,937	308,882	13,648	97,466,467
Operating expenses:				
Program services:				
Public health education	609,102	–	–	609,102
Professional education	41,275	–	–	41,275
Direct services	84,342,495	–	–	84,342,495
Total program services	84,992,872	–	–	84,992,872
Supporting services:				
Management and general	9,403,893	–	–	9,403,893
Fundraising	1,755,299	–	–	1,755,299
Total supporting services	11,159,192	–	–	11,159,192
Total functional expenses	96,152,064	–	–	96,152,064
Support of National programs	121,780	–	–	121,780
Total operating expenses	96,273,844	–	–	96,273,844
Increase in net assets from operations	870,093	308,882	13,648	1,192,623

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2013

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	$ 2,377,632	$ –	$ –	$ 2,377,632
Net unrealized and realized gains on investments	789,496	24,173	–	813,669
Increase in fair value of beneficial interest in trusts held by others	–	–	239,436	239,436
Other nonoperating losses	(107,120)	–	–	(107,120)
Gain on sales and disposals of property, plant and equipment	7,392	–	–	7,392
	3,067,400	24,173	239,436	3,331,009
Increase in net assets before effects of discontinued operations	3,937,493	333,055	253,084	4,523,632
Loss from discontinued operations	(1,107,544)	(6,368)	–	(1,113,912)
Total increase in net assets	2,829,949	326,687	253,084	3,409,720
Net assets at beginning of year	11,937,759	598,750	9,901,922	22,438,431
Net assets at end of year	$14,767,708	$ 925,437	$10,155,006	$25,848,151

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

	Program Services[1]				Supporting Services[1]			Total Program[1] and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2014	2013
Salaries and related expenses	$377,333	$ –	$68,675,876	$69,053,209	$6,215,011	$1,585,198	$ 7,800,209	$ 76,853,418	$71,803,968
Professional fees	20,447	–	7,603,267	7,623,714	1,739,786	144,242	1,884,028	9,507,742	9,220,138
Supplies	5,348	–	2,573,547	2,578,895	70,007	29,342	99,349	2,678,244	2,701,644
Telephone	2,103	–	546,513	548,616	306,174	12,483	318,657	867,273	842,598
Postage and shipping	5,776	–	60,188	65,964	37,433	9,607	47,040	113,004	114,771
Occupancy	13,740	–	3,567,064	3,580,804	382,641	116,960	499,601	4,080,405	3,818,455
Outside printing, artwork and media	44,572	–	45,428	90,000	6,951	30,076	37,027	127,027	129,997
Travel	5,695	–	2,515,521	2,521,216	47,958	25,749	73,707	2,594,923	2,603,224
Conventions and meetings	36,240	29,065	208,482	273,787	57,207	39,580	96,787	370,574	391,528
Specific assistance to individuals	(1)	–	1,232,641	1,232,640	12,820	–	12,820	1,245,460	956,791
Dues and subscriptions	–	–	23,206	23,206	14,917	2,716	17,633	40,839	49,217
Minor equipment purchases and equipment rental	537	–	256,918	257,455	106,538	5,663	112,201	369,656	426,239
Ads, fees and miscellaneous	4,075	–	30,638	34,713	5,316	3,747	9,063	43,776	99,624
Interest	–	–	934,985	934,985	241,231	–	241,231	1,176,216	1,093,656
Facility tax assessment	–	–	182,791	182,791	–	–	–	182,791	311,041
Depreciation and amortization	127	–	1,530,069	1,530,196	175,580	1,576	177,156	1,707,352	1,589,173
	$515,992	$29,065	$89,987,134	$90,532,191	$9,419,570	$2,006,939	$11,426,509	$ 101,958,700	$96,152,064
	0.51%	0.03%	88.26%	88.80%	9.24%	1.96%	11.20%	100.00%	100.00%

[1] Excludes expenses related to deconsolidated affiliate and discontinued operations – see notes 12 and 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2013

	Program Services[1]				Supporting Services[1]			Total Program[1] and Supporting Services Expenses
	Public Health Education	Profes-sional Education	Direct Services	Total	Manage-ment and General	Fund-Raising	Total	2013
Salaries and related expenses	$432,105	$ –	$64,016,840	$64,448,945	$6,141,709	$1,213,314	$ 7,355,023	$71,803,968
Professional fees	24,682	–	7,352,186	7,376,868	1,605,708	237,562	1,843,270	9,220,138
Supplies	19,447	–	2,580,451	2,599,898	69,601	32,145	101,746	2,701,644
Telephone	3,233	–	525,614	528,847	301,010	12,741	313,751	842,598
Postage and shipping	4,968	–	52,626	57,594	49,897	7,280	57,177	114,771
Occupancy	18,838	–	3,194,945	3,213,783	495,234	109,438	604,672	3,818,455
Outside printing, artwork and media	30,470	–	46,206	76,676	9,565	43,756	53,321	129,997
Travel	13,155	–	2,521,678	2,534,833	35,696	32,695	68,391	2,603,224
Conventions and meetings	45,984	41,275	208,479	295,738	45,752	50,038	95,790	391,528
Specific assistance to individuals	–	–	944,796	944,796	11,995	–	11,995	956,791
Dues and subscriptions	1,318	–	21,710	23,028	16,128	10,061	26,189	49,217
Minor equipment purchases and equipment rental	4,592	–	266,270	270,862	152,783	2,594	155,377	426,239
Ads, fees and miscellaneous	10,104	–	73,694	83,798	13,423	2,403	15,826	99,624
Interest	–	–	856,315	856,315	237,341	–	237,341	1,093,656
Facility tax assessment	–	–	311,041	311,041	–	–	–	311,041
Depreciation and amortization	206	–	1,369,644	1,369,850	218,051	1,272	219,323	1,589,173
	$609,102	$41,275	$84,342,495	$84,992,872	$9,403,893	$1,755,299	$11,159,192	$96,152,064
	0.63%	0.04%	87.72%	88.39%	9.78%	1.83%	11.61%	100.00%

[1] Excludes expenses related to discontinued operations – see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2014 and 2013

	2014	2013
Cash flows from operating activities:		
(Decrease) increase in net assets	$ (5,689,430)	$ 3,409,720
Adjustments to reconcile (decrease) increase in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	1,771,703	1,807,843
Bad debt provision	265,007	774,569
Increase in fair value of beneficial interest in trusts held by others	(574,970)	(239,436)
Net loss (gain) on sales and disposals of property, plant and equipment and property held for sale and impairment losses	125,346	(283,942)
Change in fair value of interest rate swaps	594,855	(2,377,632)
Net unrealized and realized gains on investments	(1,534,950)	(813,669)
Deconsolidation of affiliate – see note 12	5,841,079	–
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	(94,182)	194,509
Program and other accounts receivable	818,382	(2,677,707)
Contributions receivable	(20,090)	(194,381)
Prepaid expenses and other current assets	102,454	520,329
Other assets	81,516	(4,483)
Accounts payable and accrued expenses	304,390	(1,037,545)
Rate reserve	–	(435,008)
Deferred revenue	(61,478)	(478,150)
Other liabilities	(380,273)	198,799
Net cash provided (used) by operating activities	1,549,359	(1,636,184)
Cash flows from investing activities:		
Purchases of property, plant and equipment	(1,244,361)	(4,859,057)
Proceeds from sale of property, plant and equipment and property held for sale	15,225	531,189
Cash provided for deconsolidation of affiliate	(21,440)	–
(Increase) decrease in investments, net	1,709,413	(444,915)
Change in assets limited as to use	265,625	375,304
Net cash provided (used) by investing activities	724,462	(4,397,479)
Cash flows from financing activities:		
Repayment of long-term debt	(825,393)	(750,199)
Issuance of long-term debt	280,575	3,194,506
Repayments on lines of credit	(53,526,692)	(27,372,936)
Borrowings on lines of credit	51,512,202	29,602,726
Net cash (used) provided by financing activities	(2,559,308)	4,674,097
Decrease in cash and cash equivalents	(285,487)	(1,359,566)
Cash and cash equivalents, beginning of year	3,042,621	4,402,187
Cash and cash equivalents, end of year	$ 2,757,134	$ 3,042,621

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2014 and 2013

	2014	2013
Supplemental disclosure of cash flow information:		
Interest paid	$ 1,201,000	$ 1,119,000

In 2014, Easter Seals NH transferred its sole member interest in a consolidated affiliate to an unrelated party (see note 12). During 2014 and 2013, Easter Seals NH transferred property with a net carrying value of $607,088 and $16,224, respectively, from fixed assets to property held for sale.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals New York, Inc. (Easter Seals NY); Easter Seals Maine, Inc. (Easter Seals ME); Easter Seals Rhode Island, Inc. (Easter Seals RI); Agency Realty, Inc. (real estate corporation); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; Easter Seals Connecticut, Inc. (Easter Seals CT); and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

On May 22, 2013 the Board of Directors of Easter Seals New Hampshire, Inc. voted to dissolve and transfer the assets and liabilities of Special Transit Services, Inc. to Easter Seals New Hampshire, Inc.

On March 22, 2013, the Board of Directors of Easter Seals NY, voted to discontinue the Bronx Early Intervention program. On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013. On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary, and also voted to approve discontinuing the group home and special education programs in Rutland, Vermont. On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing. See also note 13.

In May 2013, the Boards of Directors of Manchester Alcoholism Rehabilitation Center and Webster Place voted to merge the two organizations with Manchester Alcohol Rehabilitation Center being the surviving corporation, having found such merger to be in the best interest of both organizations. The effective date of the merger was September 1, 2013.

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. See also note 12.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, New York, Maine, Massachusetts (prior to the closure of Harbor Schools), Rhode Island, Vermont and Connecticut.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member. Significant intercompany accounts and transactions have been eliminated in consolidation.

2. **Summary of Significant Accounting Policies (Continued)**

Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. Approximately $2,483,000 and $2,432,000, respectively, of cash and cash equivalents, and approximately $2,512,000 and $2,238,000, respectively, of investments were on-hand under this practice as of August 31, 2014 and 2013, respectively.

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other nonoperating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trusts

Easter Seals NH is the beneficiary of several trusts held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trusts and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other nonoperating expenses, gains and losses as permanently restricted activity.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 5.

Property held for sale is recorded at the lower of net realizable value or carrying value. Easter Seals NH recognized impairment losses on certain property held for sale in 2014 of $139,698, which is recorded in other nonoperating losses.

2. Summary of Significant Accounting Policies (Continued)

Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment. Intangible assets at August 31, 2014 and 2013 consist of a patient list obtained in the acquisition of Webster Place.

Expected amortization of intangible assets through the end of their useful lives is as follows:

2015	$ 33,130
2016	33,130
2017	33,130
2018	33,130
2019	33,130
Thereafter	66,263
	$231,913

Amortization expense recognized for the patient list in 2014 and 2013 totaled $33,130.

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believes that no long-lived assets were impaired at August 31, 2014 and 2013.

Bond Issuance Costs

Bond issuance costs are being amortized by the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Amortization expense recognized during 2014 and 2013 was $9,638.

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known. Easter Seals NY recognized additional revenue of approximately $7,654 in 2014 and $1,046,000 in 2013 due to favorable rate adjustments approved by the State of New York.

2. Summary of Significant Accounting Policies (Continued)

A third-party payor for three Easter Seals NY programs charged a facility tax assessment on a monthly basis in 2014 and 2013. The charges are a part of Easter Seals NY's reimbursement contract with the payor. The facility tax assessment is based on approved rates. As of August 31, 2014 and 2013, the facility tax assessment due was approximately $136,000 and $138,000, respectively, and is recorded in deferred revenue in the accompanying statements of financial position.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectibility of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2014 and 2013 totaled $265,007 and $774,569, respectively.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately $6,802,000 and $7,373,000 for the years ended August 31, 2014 and 2013, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals NY, Easter Seals ME, Easter Seals VT, Easter Seals RI, Harbor Schools, Manchester Alcoholism Rehabilitation Center and Easter Seals CT are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and, for Easter Seals NY of the Not-for-Profit Corporation Law of the State of New York. Agency Realty, Inc. received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

2. Summary of Significant Accounting Policies (Continued)

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. Easter Seals New Hampshire, Inc. and its subsidiaries are no longer subject to income tax examinations by the federal or state tax authorities for years prior to 2011.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreements described in note 8. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreements (not the notional amount) in the event of nonperformance of the other party to the swap agreements. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2014 and 2013, Easter Seals NH had recognized a liability of $3,329,813 and $2,758,346, respectively, as a result of the interest rate swap agreements discussed in note 8. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an decrease in net assets of $571,467 ($23,387 of which is included in deconsolidation of affiliate as an increase in net assets) for the year ending August 31, 2014, and an increase in net assets of $2,377,632 for the year ending August 31, 2013 related to swap agreements.

Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other nonoperating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the increase in the fair value of beneficial interest in trusts held by others, gains and losses on sales and disposals of property, plant and equipment, and net realized and unrealized gains on investments.

2. Summary of Significant Accounting Policies (Continued)

Reclassifications

Certain amounts in the 2013 consolidated financial statements have been reclassified to conform to the 2014 presentation.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 5, 2014, the date these consolidated financial statements were available to be issued.

3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

3. Classification of Net Assets (Continued)

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2014 and 2013 are as follows:

	Temporarily Restricted	Permanently Restricted	Total
2014			
Camping program	$ 3,072	$ 364,869	$ 367,941
Other programs	33,332	353,019	386,351
Operations	–	3,613,207	3,613,207
Total endowment net assets	$36,404	$4,331,095	$4,367,499
2013			
Camping program	$ 1,918	$ 363,869	$ 365,787
Other programs	18,913	340,203	359,116
Operations	–	3,613,207	3,613,207
Total endowment net assets	$20,831	$4,317,279	$4,338,110

Changes in Endowment Net Assets

During the years ended August 31, 2014 and 2013, Easter Seals NH had the following endowment-related activities:

	Temporarily Restricted	Permanently Restricted	Total
Net endowment assets, August 31, 2012	$ 16,043	$4,303,631	$4,319,674
Investment return:			
Investment income, net of fees	18,777	–	18,777
Net appreciation (realized and unrealized)	563,208	–	563,208
Contributions	–	13,648	13,648
Appropriated for expenditure	(577,197)	–	(577,197)
Net endowment assets, August 31, 2013	20,831	4,317,279	4,338,110
Investment return:			
Investment income, net of fees	22,617	–	22,617
Net appreciation (realized and unrealized)	970,963	–	970,963
Contributions	–	13,816	13,816
Appropriated for expenditure	(978,007)	–	(978,007)
Net endowment assets, August 31, 2014	$ 36,404	$4,331,095	$4,367,499

3. Classification of Net Assets (Continued)

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2014 and 2013 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted (See Note 11)	Total Non-Endowment Net Assets
2014				
Seniors program	$ –	$ 23,866	$ –	$ 23,866
Veterans program	263,880	9,702	–	273,582
India initiative	104,600	668,198	–	772,798
Other programs	–	174,192	–	174,192
Operations	13,820,857	32,500	693,427	14,546,784
Total non-endowment net assets	$14,189,337	$908,458	$ 693,427	$15,791,222
2013				
Seniors program	$ 88,902	$ 11,729	$ –	$ 100,631
Veterans program	–	517,035	–	517,035
India initiative	–	57,881	–	57,881
Other programs	–	285,461	–	285,461
Operations	14,678,806	32,500	5,837,727	20,549,033
Total non-endowment net assets	$14,767,708	$904,606	$5,837,727	$21,510,041

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2014 or 2013.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

3. Classification of Net Assets (Continued)

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

4. Leases

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately $2,420,000 and $2,168,000 for the years ended August 31, 2014 and 2013, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2014, through the remaining contractual term of the underlying lease agreements, are as follows:

Year Ended August 31:

2015	$2,018,870
2016	1,486,328
2017	1,044,716
2018	385,129
2019	221,698
Thereafter	31,240

Easter Seals NY leases certain facilities for school operations from unrelated parties at lease terms that are either below fair market value, or that are almost entirely rent-free. Under accounting principles generally accepted in the United States of America, lease agreements must be evaluated based upon their economic substance rather than legal form, and a lease subsidy would be recorded as both contribution and rental expense. However, Easter Seals NH has determined that such amounts would not be material to the accompanying consolidated financial statements.

Easter Seals NY subleases certain office space located at 11 West 42nd Street in New York to an unrelated party. The sublease agreement expires in February 2014. Total rental income earned under this sublease agreement for the years ended August 31, 2014 and 2013 was approximately $65,000 and $144,000, respectively.

5. Fixed Assets

Fixed assets consist of the following at August 31:

	2014	2013
Buildings	$ 27,225,674	$ 33,015,085
Land and land improvements	2,696,051	3,494,009
Leasehold improvements	997,631	952,100
Office equipment and furniture	9,679,631	9,917,122
Vehicles	3,250,383	3,225,015
Construction in progress	296,043	216,678
	44,145,413	50,820,009
Less accumulated depreciation and amortization	(19,051,030)	(22,753,125)
	$ 25,094,383	$ 28,066,884

Depreciation and amortization expense related to fixed assets totaled $1,728,935 and $1,765,075 in 2014 and 2013, respectively. Depreciation and amortization of fixed assets included within discontinued operations in 2014 and 2013 totaled $64,351 and $218,670, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately $1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for $1. The contribution representing the fair value of the building has been recorded as deferred revenue at August 31, 2014 and 2013.

6. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	2014	2013
Cash and cash equivalents	$ 523,616	$ 3,513,266
Certificates of deposit	–	554,282
Marketable equity securities	1,883,153	2,770,110
Mutual funds	11,634,793	10,992,033
Corporate and foreign bonds	711,063	903,497
Government and agency securities	366,744	631,627
	15,119,369	19,364,815
Less: assets limited as to use	(1,286,323)	(5,100,474)
Total investments, at fair value	$13,833,046	$14,264,341

6. Investments and Assets Limited as to Use (Continued)

The composition of assets limited as to use at August 31, 2014 and 2013 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	2014	2013
Under an agreement with the State of Connecticut, which provides that the funds be utilized for certain allowable program expenditures:		
Cash and cash equivalents	$ –	$2,310,566
Certificates of deposit	–	554,282
Mutual funds	–	428,148
Marketable equity securities	–	151,573
	–	3,444,569
Under a deferred compensation plan (see note 7):		
Investments	986,277	1,367,127
Maintained in escrow to make required payments on certain bonds (see note 8):		
Cash and cash equivalents	300,046	288,778
Total assets limited as to use	$1,286,323	$5,100,474

The principal components of investment income and net realized and unrealized gains included in continuing operations and other nonoperating expenses, gains and losses are summarized below.

	2014	2013
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	$ 742,337	$ 681,151
Net unrealized gains	668,363	231,743
Net realized gains	828,601	557,753
	2,239,301	1,470,647
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	3,613	1,141
Net unrealized gains	20,109	7,631
Net realized gains	17,877	16,542
	41,599	25,314
	$2,280,900	$1,495,961

7. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Employee contributions may be matched by Easter Seals NH as determined in the annual budget. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately $673,000 and $474,000 for the years ended August 31, 2014 and 2013, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately $128,000 and $130,000 to this plan during the years ended August 31, 2014 and 2013, respectively. The assets and liabilities associated with this plan were $986,277 and $1,367,127 at August 31, 2014 and 2013, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

8. Borrowings

Borrowings consist of the following at August 31:

	2014	2013
Revenue Bonds, Series 2004A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a variable rate determined through weekly remarketing (0.06% at August 31, 2014) through December 2034, annual principal payments continually increasing from $400,000 to $1,060,000 with a final payment of $1,060,000 due December 2034, secured by a pledge of all gross receipts of Easter Seals NH and certain letters of credit (see below)	$14,275,000	$14,660,000
Revenue Bonds, Series 2010, issued through the Monroe County Industrial Development Corporation, interest only payments due through December 2011, after which monthly principal and interest payments ranging from $10,050 to $21,980 are required through the maturity date of December 31, 2040. Interest is payable monthly at a rate equal to 68% of the sum of the monthly LIBOR rate plus 2.65% (1.91% at August 31, 2014)	4,929,360	5,052,360
Mortgage payable to a bank with a variable rate of LIBOR plus 2.65%, principal of $9,500 plus interest payable monthly, with a final payment of $2,299,000 due March 2015, secured by all business assets and property of Easter Seals CT, excluding certain assets limited as to use (see deconsolidation of affiliate – note 12).	–	2,470,000

8. Borrowings (Continued)

	2014	2013
Non-revolving note payable to a bank with a total availability of $3,500,000 with a variable rate of LIBOR plus 4.07% (4.23% at August 31, 2014), interest only payments through June 2014, after which monthly principal and interest payments are required through the maturity in June 2015, secured by an interest in certain property with a net book value of $3,888,720 at August 31, 2014	$ 3,482,580	$ 3,500,000
Note payable to a bank with a fixed rate of 2.50%, principal and interest of $985 payable monthly through April 2018, secured by vehicles	41,386	52,008
Note payable to a bank with a fixed rate of 2.50%, principal and interest of $525 payable monthly through September 2018, secured by vehicles	24,449	–
Note payable to a bank with a fixed rate of 3.66%, principal and interest of $3,177 payable monthly, due August 2015, secured by vehicles	37,353	73,357
Unsecured note payable to an individual with a fixed rate of 5.25%, principal and interest of $10,311 payable monthly, due April 2016	197,002	307,232
Note payable to a bank with a fixed rate of 2.50%, principal and interest of $2,923 payable monthly through September 2018, secured by vehicles	136,074	–
Note payable to a bank with a fixed rate of 2.50%, principal and interest of $546 payable monthly through January 2019, secured by vehicles	27,394	–
Note payable to a bank with a fixed rate of 2.50%, principal and interest of $195 payable monthly through March 2019, secured by vehicles	10,137	–
Note payable to a bank with a fixed rate of 2.24%, principal and interest of $608 payable monthly through July 2019, secured by vehicles	33,925	–
Note payable to a bank with a fixed rate of 2.24%, principal and interest of $166 payable monthly through August 2019, secured by vehicles	9,979	–
	23,204,639	26,114,957
Less current portion	4,228,339	796,290
	$18,976,300	$25,318,667

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2015	$ 4,228,339
2016	698,294
2017	642,760
2018	669,263
2019	643,064
Thereafter	16,322,919
	$23,204,639

8. Borrowings (Continued)

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a $500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 and 2013 were converted to various term notes secured by vehicles, as described above.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a $500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through June 2017. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are two notes payable of $33,925 and $9,979 at August 31, 2014 that originated under this agreement. Availability under this agreement at August 31, 2014 is approximately $456,000.

Easter Seals New Hampshire, Inc. (the sole member of Easter Seals NY and Harbor Schools), Easter Seals NY and Harbor Schools have a revolving line of credit with a bank, with available borrowings up to $7 million (a portion of which is secured by available letters of credit of $59,000). Outstanding advances are due on demand. The revolving line of credit has the following sub-limits which were last amended in May 2013: Easter Seals NH $3.725 million, Easter Seals NY $3 million and Harbor Schools $275,000. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.41% at August 31, 2014). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc., Easter Seals NY and Harbor Schools. The agreement requires that collective borrowings under the line of credit be reduced to $3,500,000 for 30 consecutive days during each calendar year. The agreement also limits each borrower's ability to incur additional indebtedness in excess of $500,000. Amounts outstanding under this revolving line of credit agreement at August 31, 2014 and 2013 were $262,356 and $262,356, respectively, related to Harbor Schools, $1,935,548 and $1,599,505, respectively, related to Easter Seals NY and $0 and $1,425,875, respectively, related to Easter Seals NH.

Easter Seals CT had a demand revolving line of credit with a bank with available borrowings up to $1 million. The interest rate charged on outstanding borrowings was at LIBOR plus 2.25%. The line was secured by all business assets and property of Easter Seals CT, except for certain assets limited as to use ($3,444,569 carrying value as of August 31, 2013). Additionally, this line was guaranteed by Easter Seals NH. The agreement also limited Easter Seals CT's ability to incur additional indebtedness in excess of $1,000,000 related to real estate, and was cross collateralized with all Easter Seals NH borrowings at this bank. Amounts outstanding under this revolving line of credit agreement at August 31, 2013 were $924,658 (see deconsolidation of affiliate – note 12).

8. Borrowings (Continued)

NHHEFA 2004A Revenue Bonds

In connection with the NHHEFA 2004A Revenue Bonds, Easter Seals NH is required to make deposits of interest and principal of sufficient amounts to make the required interest payments and to retire the bonds when due. The 2004A Revenue Bonds require that Easter Seals NH maintain certain reserve funds with a trustee for current required principal and interest payments. Such amounts, which are included within assets limited as to use, totaled $300,046 and $288,778 at August 31, 2014 and 2013, respectively. This agreement also requires bank approval prior to Easter Seals NH incurring additional indebtedness. Easter Seals NH has two letters of credit securing the bonds for $14,450,993 each (expiring and subject to renewal on March 15, 2015, and mainly to support future principal and interest repayments due under the 2004A Revenue Bonds). Easter Seals NH is required to replace or renew the two $14,450,993 letters of credit upon their expiration or the related bonds may be subject to early redemption. Easter Seals NH pays an annual fee for the two letters of credit relating to the 2004A NHHEFA Revenue Bonds. Fees incurred on these letters of credit totaled approximately $183,000 and $157,000 in 2014 and 2013, respectively.

Series 2010 Revenue Bonds

On December 1, 2010, Easter Seals NY, in connection with the Monroe County Industrial Development Corporation and RBS Citizens, issued $5,250,000 in Series 2010 tax-exempt Revenue Bonds (the Series 2010 Bonds). The Series 2010 Bonds were used to finance the acquisition of certain property located in Irondequoit, New York, provide for improvements to a school building and an existing rehabilitation facility, and construct two residential rehabilitation facilities. Additionally, proceeds were used to refinance certain Easter Seals NY outstanding debt.

The Series 2010 Bonds are secured by a mortgage on all properties and improvements financed by the bonds, and are guaranteed by Easter Seals NH. Easter Seals NY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee, as defined. This agreement also requires bank approval prior to Easter Seals NY incurring additional indebtedness. The Series 2010 Bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016, and thereafter every five years through June 1, 2036.

Interest Rate Swap Agreements

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A Revenue Bonds. The swap agreement has an outstanding notional amount of $14,275,000 and $14,660,000 at August 31, 2014 and 2013, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in December 2034. Easter Seals NH remits interest at the fixed rate of 3.54% and receives interest at a variable rate (0.06% at August 31, 2014).

On February 23, 2011, Easter Seals NY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Revenue Bonds. The swap agreement had an outstanding notional amount of $4,929,360 and $5,052,360 at August 31, 2014 and 2013, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in January 2031. Easter Seals NY remits interest at a fixed rate of 2.99% and receives interest at a variable rate (68% of monthly LIBOR).

8. Borrowings (Continued)

On December 27, 2010, Easter Seals CT entered into an interest rate swap agreement in connection with an outstanding mortgage payable of $2,470,000 at August 31, 2013. The original notional amount of $1,800,000 reduces ratably in conjunction with repayment of the note payable. The swap agreement effectively changed the variable rate to a fixed rate of 2.72% for the notional amounts outstanding, which is approximately 65% of the related mortgage payable (see deconsolidation of affiliate – note 12).

The fair value of the above interest rate swap agreements totaled $3,329,813 and $2,758,346 at August 31, 2014 and 2013, respectively, $615,570 and $708,132 of which was current at August 31, 2014 and 2013, respectively. During the years ended August 31, 2014 and 2013 net payments required by the agreements totaled $674,448 and $692,269, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 11 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2014, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds, Series 2010 Bonds, and other debt obligations.

9. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

10. Related Party Transactions

Approximately 13% of other fees and grants revenue is derived from a pass-through grant from Easter Seals, Inc. for both years ended August 31, 2014 and 2013. Easter Seals NH is a member of Easter Seals, Inc. As of August 31, 2014 and 2013, Easter Seals NH had a receivable of $334,352 and $247,471, respectively, from Easter Seals, Inc. related to amounts due under this grant. Easter Seals NH also has an amount due from Easter Seals CT of $7,301 at August 31, 2014 (see also note 12). Membership fees to Easter Seals, Inc. were $122,586 and $121,780 for the years ended August 31, 2014 and 2013, respectively and are reflected as support of National programs on the accompanying consolidated statements of activity and changes in net assets.

11. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trusts, investments and the interest rate swaps, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2014 and 2013.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, money market and mutual funds and government and agency securities that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain other mutual funds and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2. Investments in certificates of deposit are at cost plus accrued interest, which is estimated to approximate fair value and are included in Level 2.

11. Fair Value of Financial Instruments (Continued)

Beneficial Interest in Trusts Held by Others

The beneficial interest in trusts held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trusts. The fair values of marketable equity securities, money market and mutual funds, government and agency securities and other asset funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities, mutual funds and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2. Investments in alternative and other asset funds are derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions, and are reflected as Level 3. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

Interest Rate Swap Agreements

The fair value for the interest rate swap liabilities is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

At August 31, 2014 and 2013, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	Level 1	Level 2	Level 3	Total
2014				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 523,616	$ –	$ –	$ 523,616
Marketable equity securities:				
Large-cap	1,238,248	–	–	1,238,248
International	644,905	–	–	644,905
Mutual funds, open-ended:				
Short-term fixed income	3,562,348	–	–	3,562,348
Intermediate-term bond fund	824,376	–	–	824,376
High yield bond fund	264,363	–	–	264,363
Foreign bond	14,168	–	–	14,168
Government securities	752,030	–	–	752,030
International equities	784,490	–	–	784,490
Domestic, large-cap	1,500,128	–	–	1,500,128
Domestic, mid-cap	147,920	–	–	147,920
Domestic, small-cap	3,480	–	–	3,480
Domestic, Multi Alt	112,233	–	–	112,233
Real estate fund	128,303	–	–	128,303

11. Fair Value of Financial Instruments (Continued)

	Level 1	Level 2	Level 3	Total
Mutual funds, closed-ended:				
Domestic, large-cap	$ 2,510,846	$ –	$ –	$ 2,510,846
Domestic, mid-cap	508,556	–	–	508,556
Domestic, small-cap	193,682	–	–	193,682
International equity	326,879	–	–	326,879
Commodity	991	–	–	991
Corporate and foreign bonds	–	711,063	–	711,063
Government and agency securities	366,744	–	–	366,744
	$14,408,306	$ 711,063	$ –	$15,119,369
Beneficial interest in trust held by others:				
Money market funds	$ 16,172	$ –	$ –	$ 16,172
Marketable equity securities:				
Large-cap	225,799	57,705	–	283,504
Small-cap	–	33,685	–	33,685
International	–	72,307	–	72,307
Emerging markets	46,695	–	–	46,695
Mutual funds:				
Domestic fixed income	–	133,076	–	133,076
International fixed income	30,821	–	–	30,821
Commodity	42,050	–	–	42,050
Real estate investment trust	35,117	–	–	35,117
	$ 396,654	$ 296,773	$ –	$ 693,427
Liabilities:				
Interest rate swap agreements	$ –	$ –	$3,329,813	$ 3,329,813
2013				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 3,513,266	$ –	$ –	$ 3,513,266
Certificates of deposit	–	554,282	–	554,282
Marketable equity securities:				
Large-cap	2,550,313	–	–	2,550,313
International	219,797	–	–	219,797
Mutual funds, open-ended:				
Short-term fixed income	3,304,368	–	–	3,304,368
Intermediate-term bond fund	543,938	–	–	543,938
High yield bond fund	274,582	–	–	274,582
Foreign bond	210,342	–	–	210,342
Government securities	511,971	–	–	511,971
International equities	693,837	–	–	693,837

11. Fair Value of Financial Instruments (Continued)

	Level 1	Level 2	Level 3	Total
Domestic, large-cap	$ 816,851	$ –	$ –	$ 816,851
Domestic, mid-cap	369,532	–	–	369,532
Domestic, small-cap	237,828	–	–	237,828
Real estate fund	3,868	–	–	3,868
Mutual funds, closed-ended:				
Fixed income and bond	427,663	–	–	427,663
Domestic, large-cap	2,002,955	–	–	2,002,955
Domestic, mid-cap	493,556	–	–	493,556
Domestic, small-cap	913,054	–	–	913,054
International equity	173,305	–	–	173,305
Commodity	14,383	–	–	14,383
Corporate and foreign bonds	–	903,497	–	903,497
Government and agency securities	631,627	–	–	631,627
	$17,907,036	$1,457,779	$ –	$19,364,815
Beneficial interest in trust held by others:				
Money market funds	$ 4,555	$ –	$ –	$ 4,555
Marketable equity securities:				
Large-cap	2,544,889	148,594	–	2,693,483
Mid-cap	809,286	45,600	–	854,886
Small-cap	–	33,110	–	33,110
International	319,796	40,369	–	360,165
Emerging markets	118,842	–	–	118,842
Corporate bonds	–	709,131	–	709,131
Foreign bonds	–	6,029	–	6,029
Mutual funds:				
Domestic fixed income	–	654,361	–	654,361
International equity	34,664	–	–	34,664
International fixed income	19,931	–	–	19,931
Domestic large-cap equity	67,476	–	–	67,476
Domestic mid-cap equity	16,984	–	–	16,984
Domestic small-cap equity	20,565	–	–	20,565
Commodity	5,465	–	–	5,465
Government and agency securities	20,202	–	–	20,202
Real estate investment trust	95,123	–	–	95,123
Alternative and structured asset funds	33,921	–	88,834	122,755
	$ 4,111,699	$1,637,194	$ 88,834	$ 5,837,727
Liabilities:				
Interest rate swap agreements	$ –	$ –	$2,758,346	$ 2,758,346

11. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 assets and liabilities for the years ended August 31, 2014 and 2013:

	Interest Rate Swaps	Alternative and Other Asset Funds
Beginning balance, August 31, 2012	$(5,135,978)	$ 78,614
Unrealized gains, net	2,377,632	10,220
Ending balance, August 31, 2013	(2,758,346)	88,834
Unrealized loss, net	(594,854)	–
Deconsolidation of affiliate – see note 12	23,387	(88,834)
Ending balance, August 31, 2014	$(3,329,813)	$ –

Excluding the impact of the deconsolidation of an affiliate (see note 12), the net amounts of unrealized gains (losses) for the period attributable to the change in unrealized gains (losses) relating to the interest rate swaps still held at August 31, 2014 and 2013 were $(594,854) and $2,377,632, respectively. The amount of unrealized gains for the period attributable to the change in unrealized gains relating to the Level 3 investments still held at August 31, 2014 and 2013 were $0 and $10,220, respectively.

Easter Seals NH's other financial instruments, including cash and cash equivalents, accounts receivable from affiliates, program and other accounts receivable, contributions receivable, accounts payable, lines of credit, and long-term debt, have fair values approximating their carrying values because of the short-term nature of the financial instruments or because interest rates approximate current market rates.

12. Deconsolidation of Related Entity

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals CT were transferred to Oak Hill effective July 31, 2014. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals CT. Easter Seals NH recognized a decrease in net assets of $5,841,079 as a result of the deconsolidation of Easter Seals CT. The accompanying 2014 consolidated financial statements include the operating results of Easter Seals CT for the period from September 1, 2013 through July 31, 2014 and the year ended August 31, 2013.

12. Deconsolidation of Related Entity (Continued)

Summary statements of financial position and activities of Easter Seals CT for the period ended July 31, 2014 and year ended August 31, 2013 follow:

	July 31, 2014 (Unaudited)	August 31, 2013
Assets:		
Cash and cash equivalents	$ 21,440	$ 270,732
Program and other accounts receivable, net	18,572	283,994
Assets limited as to use	3,548,526	3,444,569
Investments, at fair value	256,832	1,699,874
Beneficial interest in trust held by others	5,719,267	5,207,585
Fixed assets	1,879,966	1,919,988
Other assets	24,828	108,708
Total assets	11,469,431	12,935,450
Liabilities and net assets:		
Line of credit	–	(924,658)
Deferred revenue	(3,138,717)	(3,456,204)
Long-term debt	(2,365,500)	(2,470,000)
Other liabilities	(124,135)	(731,465)
Total liabilities	(5,628,352)	(7,582,327)
Total net assets	$ 5,841,079	$ 5,353,123

	11-Month Period Ended July 31, 2014	Year Ended August 31, 2013
Total public support and revenue	$1,027,556	$ 1,298,832
Total operating expenses	(856,861)	(1,048,542)
Other nonoperating expenses, gains and losses	778,724	361,524
Increase in net assets before discontinued operations	$ 949,419	$ 611,814

Losses from discontinued operations within Easter Seals CT for the eleven month period ended July 31, 2014 and year ended August 31, 2103 were $454,230 and $657,561, respectively.

13. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals New Hampshire, Inc. voted to approve discontinuing the group home and special education programs in Rutland, Vermont.
- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.
- On March 22, 2013, the Board of Directors of Easter Seals NY voted to discontinue the Bronx Early Intervention program.
- On May 2, 2014 the Sayville program in NY was discontinued as a license was not able to be obtained.
- On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On October 17, 2013, the Maine Board of Directors voted to close the Maine Vocational programs.
- On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013.
- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2014 and 2013 are as follows:

	Vermont		Harbor Schools		New York	
	2014	2013	2014	2013	2014	2013
Total assets	$ –	$ –	$878,144	$ 872,744	$ 32,929	$51,896
Total liabilities	–	1,197	648,892	595,053	44,511	9,289
Net assets (deficit):						
Unrestricted	–	(1,197)	180,556	230,951	(11,582)	42,607
Temporarily restricted	–	–	24,870	22,914	–	–
Permanently restricted	–	–	23,826	23,826	–	–

13. Discontinued Operations (Continued)

	Maine		Connecticut		New Hampshire	
	2014	2013	2014	2013	2014	2013
Total assets	$ 825	$ 1,888	$ –	$2,119,068	$800,810	$ –
Total liabilities	–	38	–	2,470,000	31,783	29,592
Net assets (deficit):						
Unrestricted	825	1,850	–	(350,932)	769,027	(29,592)

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2014 and 2013 are as follows:

	Vermont		Harbor Schools		New York	
	2014	2013	2014	2013	2014	2013
Total public support and revenue	$ –	$ –	$ 22,127	$ 12,907	$ –	$ 320,825
Operating expenses	–	(20,310)	(70,891)	(329,961)	(192,456)	(628,465)
Other nonoperating expense, gains or losses	–	–	830	(1,469)	–	–
Gain on sale of properties, net	–	–	–	291,788	–	–
Total decrease in net assets	$ –	$ (20,310)	$ (47,934)	$ (26,735)	$ (192,456)	$(307,640)

	Maine		Connecticut		New Hampshire	
	2014	2013	2014	2013	2014	2013
Total public support and revenue	$ 4,667	$ 210,588	$ 57,166	$ 774,143	$ 1,276,909	$ 1,996,997
Operating expenses	(42,262)	(324,009)	(511,596)	(1,431,704)	(2,018,853)	(1,970,004)
Gain (loss) on sale of properties, net	–	325	200	–	–	(15,563)
Total increase (decrease) in net assets	$(37,595)	$(113,096)	$(454,230)	$ (657,561)	$ (741,944)	$ 11,430

During 2013 Easter Seals NH sold two properties related to the closure of certain programs, which resulted in net gains on the sales of property of $276,550.

14. Concentrations

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals' investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the "Lord Abbett Short Duration Income A Fund" as of August 31, 2014.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2014

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Current assets:									
Cash and cash equivalents	$ 1,887,115	$ 600	$ 10,132	$ 500	$ –	$ –	$ 858,787	$ –	$ 2,757,134
Accounts receivable from affiliates	6,110,436	911,119	–	–	–	–	334,353	(7,014,255)	341,653
Program and other accounts receivable, net	6,565,059	763,220	164,545	160,355	3,500	–	2,466,068	–	10,122,747
Contributions receivable, net	492,586	–	1,843	21,534	–	–	189,411	–	705,374
Current portion of assets limited as to use	300,046	–	–	–	–	–	–	–	300,046
Prepaid expenses and other current assets	352,244	1,475	36,840	7,722	–	–	280,045	–	678,326
Total current assets	15,707,486	1,676,414	213,360	190,111	3,500	–	4,128,664	(7,014,255)	14,905,280
Assets limited as to use, net of current portion	986,277	–	–	–	–	–	–	–	986,277
Fixed assets, net	19,655,095	31,222	24,514	22,222	–	–	5,361,330	–	25,094,383
Property held for sale	463,947	–	–	–	825,947	–	–	–	1,289,894
Bond issuance costs, net	62,218	–	–	–	–	–	172,895	–	235,113
Investments, at fair value	12,883,509	–	–	–	48,697	–	900,840	–	13,833,046
Beneficial interest in trusts held by others and other assets	898,413	–	–	38,768	–	–	613,738	–	1,550,919
	$50,656,945	$1,707,636	$ 237,874	$ 251,101	$ 878,144	$ –	$11,177,467	$ (7,014,255)	$57,894,912

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Current liabilities:									
Lines of credit	$ –	$ –	$ –	$ –	$ 262,356	$ –	$ 1,935,548	$ –	$ 2,197,904
Accounts payable	1,431,692	12,425	940	3,898	–	–	458,788	–	1,907,743
Accrued expenses	3,267,969	15,892	34,088	8,220	7,696	–	917,617	–	4,251,482
Accounts payable to affiliates	3,023,524	–	2,562,288	99,631	352,590	–	976,222	(7,014,255)	–
Current portion of deferred revenue	523,300	12,557	5,000	83	26,250	–	291,068	–	858,258
Current portion of interest rate swap agreements	474,355	–	–	–	–	–	141,215	–	615,570
Current portion of long-term debt	4,064,386	–	–	–	–	–	163,953	–	4,228,339
Total current liabilities	12,785,226	40,874	2,602,316	111,832	648,892	–	4,884,411	(7,014,255)	14,059,296
Deferred revenue, net of current portion	999,167	–	–	–	–	–	–	–	999,167
Other liabilities	987,185	–	–	–	–	–	–	–	987,185
Interest rate swap agreements, less current portion	2,195,025	–	–	–	–	–	519,218	–	2,714,243
Long-term debt, less current portion	14,173,540	–	–	–	–	–	4,802,760	–	18,976,300
Total liabilities	31,140,143	40,874	2,602,316	111,832	648,892	–	10,206,389	(7,014,255)	37,736,191
Net assets (deficit):									
Unrestricted	14,428,086	1,666,763	(2,422,354)	100,501	180,556	–	235,785	–	14,189,337
Temporarily restricted	690,526	(1)	57,912	–	24,870	–	171,555	–	944,862
Permanently restricted	4,398,190	–	–	38,768	23,826	–	563,738	–	5,024,522
Total net assets (deficit)	19,516,802	1,666,762	(2,364,442)	139,269	229,252	–	971,078	–	20,158,721
	$50,656,945	$1,707,636	$ 237,874	$ 251,101	$ 878,144	$ –	$11,177,467	$ (7,014,255)	$57,894,912

* Includes Agency Realty, Inc., Webster Place, Inc. and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2013

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Current assets:									
Cash and cash equivalents	$ 1,884,939	$ 500	$ 300	$ 500	$ –	$ 270,732	$ 885,650	$ –	$ 3,042,621
Accounts receivable from affiliates	8,588,060	983,077	–	–	–	–	247,471	(9,571,137)	247,471
Program and other accounts receivable, net	6,375,827	627,330	541,354	160,914	3,500	283,994	3,231,789	–	11,224,708
Contributions receivable, net	343,482	–	1,725	20,175	–	28,350	292,378	–	686,110
Current portion of assets limited as to use	288,778	–	–	–	–	253,183	–	–	541,961
Prepaid expenses and other current assets	426,695	4,950	37,302	9,276	–	80,358	225,263	–	783,844
Total current assets	17,907,781	1,615,857	580,681	190,865	3,500	916,617	4,882,551	(9,571,137)	16,526,715
Assets limited as to use, net of current portion	1,367,127	–	–	–	–	3,191,386	–	–	4,558,513
Fixed assets, net	20,574,542	1,994	29,777	20,130	–	1,919,988	5,520,453	–	28,066,884
Property held for sale	–	–	–	–	822,504	–	–	–	822,504
Bond issuance costs, net	65,290	–	–	–	–	–	179,461	–	244,751
Investments, at fair value	11,646,528	–	–	–	46,740	1,699,874	871,199	–	14,264,341
Beneficial interest in trusts held by others and other assets	969,247	–	–	35,917	–	5,207,585	618,051	–	6,830,800
	$52,530,515	$1,617,851	$ 610,458	$ 246,912	$ 872,744	$12,935,450	$12,071,715	$ (9,571,137)	$71,314,508

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Current liabilities:									
Lines of credit	$ 1,425,875	$ –	$ –	$ –	$ 262,356	$ 924,658	$ 1,599,505	$ –	$ 4,212,394
Accounts payable	1,259,499	8,467	1,492	3,458	907	65,152	473,153	–	1,812,128
Accrued expenses	3,058,850	7,722	28,013	6,617	29,988	115,836	896,428	–	4,143,454
Accounts payable to affiliates	4,654,485	–	2,790,841	58,729	296,552	493,735	1,276,795	(9,571,137)	–
Current portion of deferred revenue	342,165	12,095	55,123	–	5,250	264,818	160,116	–	839,567
Current portion of interest rate swap agreements	525,435	–	–	–	–	39,267	143,430	–	708,132
Current portion of long-term debt	523,287	–	–	–	–	114,000	159,003	–	796,290
Total current liabilities	11,789,596	28,284	2,875,469	68,804	595,053	2,017,466	4,708,430	(9,571,137)	12,511,965
Deferred revenue, net of current portion	1,026,667	–	–	–	–	3,191,386	–	–	4,218,053
Other liabilities	1,367,458	–	–	–	–	–	–	–	1,367,458
Interest rate swap agreements, less current portion	1,699,286	–	–	–	–	17,475	333,453	–	2,050,214
Long-term debt, less current portion	17,995,953	–	–	–	–	2,356,000	4,966,714	–	25,318,667
Total liabilities	33,878,960	28,284	2,875,469	68,804	595,053	7,582,327	10,008,597	(9,571,137)	45,466,357
Net assets (deficit):									
Unrestricted	13,547,926	1,589,568	(2,279,862)	140,709	230,951	145,539	1,392,877	–	14,767,708
Temporarily restricted	734,001	(1)	14,851	1,482	22,914	–	152,190	–	925,437
Permanently restricted	4,369,628	–	–	35,917	23,826	5,207,584	518,051	–	10,155,006
Total net assets (deficit)	18,651,555	1,589,567	(2,265,011)	178,108	277,691	5,353,123	2,063,118	–	25,848,151
	$52,530,515	$1,617,851	$ 610,458	$ 246,912	$ 872,744	$12,935,450	$12,071,715	$ (9,571,137)	$71,314,508

* Includes Agency Realty, Inc., Webster Place, Inc. and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2014

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Public support and revenue:									
Public support:									
Contributions	$ 660,025	$ 783	$ 188,715	$ 35,175	$ –	$ 5,902	$ 409,654	$ –	$ 1,300,254
Special events, net	990,162	2,390	16,735	132,955	–	12,446	661,287	–	1,815,975
Annual campaigns, net	398,950	10,731	19,340	48,824	–	24,005	–	–	501,850
Bequests	220,764	–	–	1,710	–	8,129	217,955	–	448,558
Total public support	2,269,901	13,904	224,790	218,664	–	50,482	1,288,896	–	4,066,637
Revenue:									
Fees and grants from governmental agencies	37,890,398	3,257,409	2,142,632	1,114,188	–	248,623	23,072,047	–	67,725,297
Other fees and grants	19,739,085	669,021	37,471	61,137	–	9,862	4,577,720	–	25,094,296
Sales to public	4,270,196	–	–	–	–	–	–	–	4,270,196
Dividend and interest income	339,121	–	–	1,472	–	373,818	56,794	(25,255)	745,950
Rental income	1,032	–	–	–	–	–	64,746	(574)	65,204
Intercompany revenue	2,317,520	–	–	–	–	–	66,035	(2,383,555)	–
Other	133,957	285	172	5,341	–	344,771	4,112	(29,450)	459,188
Total revenue	64,691,309	3,926,715	2,180,275	1,182,138	–	977,074	27,841,454	(2,438,834)	98,360,131
Total public support and revenue	66,961,210	3,940,619	2,405,065	1,400,802	–	1,027,556	29,130,350	(2,438,834)	102,426,768
Operating expenses:									
Program services:									
Public health education	258,038	245	74	3,551	–	386	253,698	–	515,992
Professional education	29,065	–	–	–	–	–	–	–	29,065
Direct services	56,578,002	3,518,763	2,156,028	1,164,880	–	576,844	26,023,617	(31,000)	89,987,134
Total program services	56,865,105	3,519,008	2,156,102	1,168,431	–	577,230	26,277,315	(31,000)	90,532,191

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Supporting services:									
Management and general	$ 8,240,795	$ 344,097	$ 220,095	$ 130,416	$ –	$ 147,814	$ 2,722,667	$ (2,386,314)	$ 9,419,570
Fundraising	862,957	319	90,098	141,535	–	129,258	796,555	(13,783)	2,006,939
Total supporting services	9,103,752	344,416	310,193	271,951	–	277,072	3,519,222	(2,400,097)	11,426,509
Total functional expenses	65,968,857	3,863,424	2,466,295	1,440,382	–	854,302	29,796,537	(2,431,097)	101,958,700
Support of National programs	25,797	–	606	2,110	–	2,559	91,514	–	122,586
Total operating expenses	65,994,654	3,863,424	2,466,901	1,442,492	–	856,861	29,888,051	(2,431,097)	102,081,286
Increase (decrease) in net assets from operations	966,556	77,195	(61,836)	(41,690)	–	170,695	(757,701)	(7,737)	345,482
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	(444,658)	–	–	–	–	33,354	(183,550)	–	(594,854)
Net realized and unrealized gains (losses) on investments	1,303,266	–	–	–	–	235,704	(4,020)	–	1,534,950
Increase in fair value of beneficial interest in trusts held by others	14,750	–	–	2,851	–	511,682	45,687	–	574,970
Gain (loss) on sales and disposals of property, plant and equipment	16,368	–	–	–	–	(2,016)	–	–	14,352
Other nonoperating expenses	(249,092)	–	–	–	–	–	–	–	(249,092)
	640,634	–	–	2,851	–	778,724	(141,883)	–	1,280,326
Deconsolidation of affiliate	–	–	–	–	–	(5,841,079)	–	–	(5,841,079)
Increase (decrease) in net assets before effects of discontinued operations	1,607,190	77,195	(61,836)	(38,839)	–	(4,891,660)	(899,584)	(7,737)	(4,215,271)
Loss from discontinued operations	(741,943)	–	(37,595)	–	(48,439)	(461,463)	(192,456)	7,737	(1,474,159)
Total increase (decrease) in net assets	865,247	77,195	(99,431)	(38,839)	(48,439)	(5,353,123)	(1,092,040)	–	(5,689,430)
Net assets (deficit) at beginning of year	18,651,555	1,589,567	(2,265,011)	178,108	277,691	5,353,123	2,063,118	–	25,848,151
Net assets (deficit) at end of year	$ 19,516,802	$ 1,666,762	$ (2,364,442)	$ 139,269	$ 229,252	$ –	$ 971,078	$ –	$ 20,158,721

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2013

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Public support and revenue:									
Public support:									
Contributions	$ 1,982,061	$ 569	$ 20,216	$ 34,016	$ –	$ 43,732	$ 416,983	$ –	$ 2,497,577
Special events, net	323,059	176	57,225	106,647	–	35,291	466,125	–	988,523
Annual campaigns, net	379,744	15,804	12,321	32,663	–	2,702	–	–	443,234
Bequests	108,362	–	79,247	1,710	–	20,270	160,234	–	369,823
Total public support	2,793,226	16,549	169,009	175,036	–	101,995	1,043,342	–	4,299,157
Revenue:									
Fees and grants from governmental agencies	34,749,892	2,855,468	1,328,332	1,077,769	–	346,649	23,270,093	–	63,628,203
Other fees and grants	19,378,555	727,962	30,673	64,890	–	16,554	3,794,589	–	24,013,223
Sales to public	4,019,558	–	–	–	–	–	–	–	4,019,558
Dividend and interest income	353,638	–	–	1,431	–	305,749	52,749	(31,275)	682,292
Rental income	1,240	–	–	–	–	–	143,531	–	144,771
Intercompany revenue	1,966,264	–	–	–	–	–	54,004	(2,020,268)	–
Other	95,342	9,294	16	5,600	–	527,885	41,126	–	679,263
Total revenue	60,564,489	3,592,724	1,359,021	1,149,690	–	1,196,837	27,356,092	(2,051,543)	93,167,310
Total public support and revenue	63,357,715	3,609,273	1,528,030	1,324,726	–	1,298,832	28,399,434	(2,051,543)	97,466,467
Operating expenses:									
Program services:									
Public health education	257,956	885	87	3,746	–	241	346,187	–	609,102
Professional education	41,275	–	–	–	–	–	–	–	41,275
Direct services	54,105,838	3,177,319	1,235,816	1,073,809	–	810,933	24,086,980	(148,200)	84,342,495
Total program services	54,405,069	3,178,204	1,235,903	1,077,555	–	811,174	24,433,167	(148,200)	84,992,872

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Supporting services:									
Management and general	$ 7,892,260	$ 329,705	$ 154,349	$ 121,246	$ –	$ 75,977	$ 2,686,098	$ (1,855,742)	$ 9,403,893
Fundraising	958,211	2,124	36,353	116,201	–	156,362	533,649	(47,601)	1,755,299
Total supporting services	8,850,471	331,829	190,702	237,447	–	232,339	3,219,747	(1,903,343)	11,159,192
Total functional expenses	63,255,540	3,510,033	1,426,605	1,315,002	–	1,043,513	27,652,914	(2,051,543)	96,152,064
Support of National programs	25,325	–	595	5,435	–	5,029	85,396	–	121,780
Total operating expenses	63,280,865	3,510,033	1,427,200	1,320,437	–	1,048,542	27,738,310	(2,051,543)	96,273,844
Increase in net assets from operations	76,850	99,240	100,830	4,289	–	250,290	661,124	–	1,192,623
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	1,755,863	–	–	–	–	41,266	580,503	–	2,377,632
Net realized and unrealized gains (losses) on investments	715,103	–	–	–	–	112,222	(13,656)	–	813,669
Increase in fair value of beneficial interest in trusts held by others	5,861	–	–	1,429	–	208,036	24,110	–	239,436
Other nonoperating losses	(77,517)	–	–	–	–	–	(29,603)	–	(107,120)
Gain on sales and disposals of property, plant and equipment	7,392	–	–	–	–	–	–	–	7,392
	2,406,702	–	–	1,429	–	361,524	561,354	–	3,331,009
Increase in net assets before effects of discontinued operations	2,483,552	99,240	100,830	5,718	–	611,814	1,222,478	–	4,523,632
Income (loss) from discontinued operations	11,430	(20,310)	(113,096)	–	(26,735)	(657,561)	(307,640)	–	(1,113,912)
Total increase (decrease) in net assets	2,494,982	78,930	(12,266)	5,718	(26,735)	(45,747)	914,838	–	3,409,720
Net assets (deficit) at beginning of year	16,156,573	1,510,637	(2,252,745)	172,390	304,426	5,398,870	1,148,280	–	22,438,431
Net assets (deficit) at end of year	$ 18,651,555	$ 1,589,567	$ (2,265,011)	$ 178,108	$ 277,691	$ 5,353,123	$ 2,063,118	$ –	$ 25,848,151

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Salaries and related expenses	$ 48,494,900	$ 2,970,136	$ 1,999,154	$ 1,053,169	$ –	$ 544,811	$ 21,791,248	$ –	$ 76,853,418
Professional fees	6,982,525	533,037	188,905	228,820	–	211,335	3,776,125	(2,413,005)	9,507,742
Supplies	1,750,451	23,661	19,749	6,305	–	6,169	871,909	–	2,678,244
Telephone	684,805	15,065	6,345	9,051	–	3,934	148,073	–	867,273
Postage and shipping	70,760	1,033	3,123	2,173	–	1,280	34,635	–	113,004
Occupancy	2,097,572	85,308	168,892	84,892	–	49,802	1,593,939	–	4,080,405
Outside printing, artwork and media	67,850	3,479	9,570	4,559	–	449	41,120	–	127,027
Travel	2,231,402	118,835	6,591	39,351	–	8,863	189,950	(69)	2,594,923
Conventions and meetings	168,077	18,125	16,466	1,254	–	9,710	156,942	–	370,574
Specific assistance to individuals	968,332	70,856	22,066	–	–	12,455	171,751	–	1,245,460
Dues and subscriptions	22,081	–	2,424	125	–	870	15,339	–	40,839
Minor equipment purchases- and equipment rental	215,839	18,748	7,922	7,850	–	1,698	117,599	–	369,656
Ads, fees and miscellaneous	27,699	1,937	2,542	355	–	230	11,013	–	43,776
Interest	885,953	–	–	–	–	–	308,286	(18,023)	1,176,216
Bad debt provision	–	–	–	–	–	–	–	–	–
Facility tax assessment	–	–	–	–	–	–	182,791	–	182,791
Depreciation and amortization	1,300,611	3,204	12,546	2,478	–	2,696	385,817	–	1,707,352
	$ 65,968,857	$ 3,863,424	$ 2,466,295	$ 1,440,382	$ –	$ 854,302	$ 29,796,537	$ (2,431,097)	$ 101,958,700

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2013

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Salaries and related expenses	$ 46,435,814	$ 2,582,606	$ 1,182,486	$ 950,569	$ –	$ 755,476	$ 19,897,017	$ –	$ 71,803,968
Professional fees	6,607,471	573,778	49,472	197,171	–	128,550	3,683,964	(2,020,268)	9,220,138
Supplies	1,847,054	24,018	26,253	7,177	–	26,740	770,402	–	2,701,644
Telephone	676,981	15,458	3,861	7,864	–	6,589	131,845	–	842,598
Postage and shipping	76,565	1,528	2,604	2,455	–	908	30,711	–	114,771
Occupancy	2,011,739	55,018	128,009	83,516	–	52,053	1,488,120	–	3,818,455
Outside printing, artwork and media	73,284	4,336	5,082	7,299	–	10,719	29,277	–	129,997
Travel	2,241,712	114,616	2,695	42,513	–	10,516	191,172	–	2,603,224
Conventions and meetings	214,794	27,374	2,162	1,668	–	11,465	134,065	–	391,528
Specific assistance to individuals	712,548	87,860	2,648	–	–	595	153,140	–	956,791
Dues and subscriptions	24,498	538	4,902	1,246	–	1,280	16,753	–	49,217
Minor equipment purchases- and equipment rental	292,938	19,148	9,519	11,565	–	7,157	85,912	–	426,239
Ads, fees and miscellaneous	47,695	2,962	3,044	225	–	1,594	44,104	–	99,624
Interest	779,392	–	–	–	–	26,201	319,338	(31,275)	1,093,656
Facility tax assessment	–	–	–	–	–	–	311,041	–	311,041
Depreciation and amortization	1,213,055	793	3,868	1,734	–	3,670	366,053	–	1,589,173
	$ 63,255,540	$ 3,510,033	$ 1,426,605	$ 1,315,002	$ –	$ 1,043,513	$ 27,652,914	$ (2,051,543)	$ 96,152,064

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

2016 Farnum Center Board of Directors

Chairman
Ian MacDermott

Past Chair
Rob Wieczorek

Secretary
Nancy Hacking

James Barry

Lori Levesque

James Craig

Peter Anderson

Timm Runnion

Kriss Blevens

Tom Bullock

CHERYL A. WILKIE, Psy.D., MLADC
Easter Seals/Farnum Center

EMPLOYMENT HISTORY

Easter Seals New Hampshire, Inc. /Farnum Center **2008-present**
Senior Vice President of Substance Abuse Services
Recruited to redesign and manage a struggling residential and outpatient treatment facility and improve operations.

- Recruitment and supervision of clinical staff.
- Supervise doctors, nurses and all management staff.
- Identify staff development needs for all staff (clinical and resident instructors) and provide training.
- Design evidence based programming for all modalities.
- Develop grant proposals and other funding opportunities in collaboration with other staff.
- Coordinate and facilitate treatment team meetings.
- Opened additional intensive outpatient programs.
- Assure program compliance with applicable Federal and State laws and regulations.
- Maintain administrative and fiscal records.
- Attend community meetings to support substance abuse programming throughout the state.

Southern New Hampshire Services
Pre-Placement Program, Manchester, N.H. **2003-2008**
Director of a drug and alcohol treatment program for offenders in the criminal justice system.

- Supervision of all staff.
- Administration of all Community Corrections Programs.
- Provided individual and group counseling to clients waiting to enter intensive outpatient or residential programs.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.

Merrimack County Attorney's Office, Concord, N.H. **1998-present**
Clinical Director/Masters Licensed Drug and Alcohol Counselor (MLADC)

- Provide chemical dependency evaluations for clients involved in the criminal justice system through the Pre-Trial Services, Diversion and FAST Programs.
- Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Provide training to all staff involving drug and alcohol and mental health issues.

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Southern New Hampshire Services
Manchester Academy Program, Manchester, N.H. **1998-2003**
Clinical Director of a community based alternative sentencing program for adult offenders.

- Provided substance abuse evaluations to the Court system.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Case management of offenders.

Promoted to Director of the Manchester Academy Program **2003-2008**

- Supervision of all staff.
- Maintained administrative and fiscal records.
- Reporting and data compliance for the NH Department of Corrections.

Odyssey Family Center, Canterbury, N.H. **1993-1998**
Supervisor at a long-term drug and alcohol treatment program for pregnant and post partum women.

- Supervised direct care staff.
- Provided drug and alcohol treatment services, individual and group counseling.
- Provided intake evaluations and to case load management.
- Coordinated outreach screening and continuing care services for clients and their children.
- Maintained administrative and fiscal records.

N.H. Department of Corrections, Probation/Parole Field Services **1991-1992**

- Set up and co-facilitated counseling support groups for women being paroled to their home communities.
- Counseled women with drug and alcohol issues, parenting issues, financial problems, and domestic violence and sexual abuse issues.
- Made referrals to diverse support groups and worked with women in developing strategies for staying out of the criminal justice system.

N.H. State Prison for Women, Goffstown, N.H. **1987-1993**
Internship through Springfield College

- Provided individual counseling and group therapy as a drug and alcohol counselor.
- Performed crisis intervention within the prison system.
- Provided transitional support for women returning to their home communities.

EDUCATION

Psy.D., Forensic Psychology, Eisner Institute, 2009.
Double Masters Degree, Psychology/Human Services Administration, Springfield College, 1998
Bachelor of Science Degree in Criminal Justice, Springfield College, 1994

LICENSE AND CERTIFICATION

Master Licensed Alcohol and Drug Counselor (MLADC), license #0398, expiration 2/2017
Clinically certified by the Department of Transportation to perform evaluations (SAP)

MARY BETH LAVALLEY, M.A.

PROFESSIONAL EXPERIENCE

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH **12/03 – present**
Director of Strategic Planning, 12/03-9/23/05
Vice President, Strategic Planning and Business Development; as of 9/25/06

- Research and analyze potential new business opportunities.
- Maintain the agency's dashboard and closely monitor the metrics.
- Develop strategic plans for new business development which include developing marketing plans and financial projections.
- Oversee education, consultation, research and behavioral health staffing contract services.
- Supervise and provide direction, leadership and technical assistance to staff members of the Strategic Planning Department.
- Attend Strategic Planning meetings of the Board of Directors, and provide monthly updates.
- Develop long-range plans for programs and services and evaluate their effectiveness.
- Served on the Advisory Board that oversaw behavioral health integration at Catholic Medical Center.
- Serve on the local Evidence-Based Practice Advisory Board.
- Served on the Executive Committee of the Manchester Sustainable Access Project (MSAP), a planning initiative of Healthy Manchester Leadership Council as well as on MSAP's Oral Health, Westside Neighborhood Health Center and Behavioral Health Integration Subcommittees. Served as Chairperson for the Oral Health Subcommittee and continue to serve as the Chairperson for the Behavioral Health Integration Committee.
- Represent the agency on internal and external planning committees.
- Oversee all aspects of the Mental Health First Aid Program including marketing in the community, scheduling instructors and maintaining all data.
- Served on the agency's Marketing/Public Relations Committee since 2003 and have been the chairperson since 2007.

Exemplary Accomplishments:

- Led the Oral Health Committee in efforts to select, purchase and implement an Electronic Dental Record for the three partnering agencies: Catholic Medical Center's Poisson Dental Clinic; Easter Seals Dental Clinic; and the Manchester Health Department's school-based oral health program. Services expanded from serving kindergarten children to children at all of the Title IX schools in Manchester and a satellite of the Poisson Dental Clinic run at Dartmouth-Hitchcock Manchester.
- Negotiated and secured behavioral health integration contracts with several area health care organizations expanding the availability of behavioral health services into community settings that do not have stigma associated with a mental health center. Some of the agencies have included Dartmouth-Hitchcock Manchester, Manchester Community Health Center/Child Health Services, and Easter Seals NH.
- Built an integrated Naturopathic Practice that increased from 4 hours a week to business requiring a Naturopathic Doctor 4 to 5 days a week. Secured a grant from the Ittleson Foundation to assist with marketing the program and documenting how to integrate naturopathic medicine in a behavioral health setting.
- Served on a state-wide committee to develop a model for community mental health centers to serve as health homes.

PRIVATE CONSULTANT **summer / fall 2001; summer 2003**

Assist community coalitions to develop strategic plans and research potential sources of funds. Prepare grant proposals and provide technical assistance regarding potential sources of funds and grant proposal review.

LORETTO, Syracuse, NY **10/01 – 08/03**
Director of Grant and Research Development

- Researched local, state and national funding sources to meet agency's program and facility needs.
- Collaborated with staff to identify resource needs and develop strategic plans.
- Prepared narrative and financial reports based on statistical information and other project information.
- Supervised the grant writer and administrative assistant.
- Prepared narrative and financial reports for funders and monitored programs/expenses for compliance.

Exemplary Accomplishments:

- Secured over $3.0 Million in funds to enhance training programs, renovate facilities to the needs of the frail elderly, and to establish enhanced programs for the frail elderly and their caregivers.
- Created and implemented protocol to monitor program progress and ensure grant objectives, financial spend down and reporting requirements were met.
- Established excellent reputation among state and federal agencies, securing opportunities for future funding.

SYRACUSE ONONDAGA DRUG & ALCOHOL ABUSE COMMISSION, Syracuse, NY **11/99 – 08/01**
Executive Director

- Developed programs, action plans, policies and direction for the promotion and education of substance abuse prevention and treatment in Syracuse City and Onondaga County.
- Monitored and evaluated effectiveness of projects
- Served as liaison to local coalitions and chaired committees.
- Developed and monitored budgets.
- Hired, supervised, trained and evaluated staff.

Exemplary Accomplishments:

- Re-energized the Commission by securing members, establishing committees, developing a strategic plan, and securing federal grant funds to hire staff and expand programming.
- Secured approximately $275,000 in funding.

SCOTTSDALE UNIFIED SCHOOL DISTRICT, Scottsdale, AZ **11/97 – 06/99**
Prevention Specialist
Grant funded position through Title IV Safe and Drug Free Schools.

- Oversaw prevention programs at 29 schools.
- Monitored and distributed the district's prevention funds, responded to compliance issues, completed reports, and developed prevention plans.
- Managed expenditure of prevention funds, made recommendations on best practices, and evaluated results.
- Assisted in coordinating community responses to prevention by working with coalitions.

Exemplary Accomplishments:

- Developed and implemented training and structure of peer mediation and mentor programs.
- Created and established application process used by schools to obtain funds.

WILSON ELEMENTARY SCHOOL DISTRICT, Phoenix, AZ **12/96 – 10/97**
Prevention Education Coordinator
Temporary position funded through the City of Phoenix Community Impact Initiative Grant.

- Developed, implemented and evaluated prevention education programs for high at-risk population.
- Coordinated prevention/early intervention activities of internal and external staff.
- Served as member of Student Assistance Team and the Wilson Community Coalition.
- Editor of *The Wilson Ways*, a monthly school newsletter.

Exemplary Accomplishments:

- Developed and established peer mediation and mentor programs.
- Established and maintained strong linkages with community organizations and businesses.

RAPPAHANNOCK AREA COMMUNITY SERVICES BOARD, Fredericksburg, VA **11/88 – 10/96**
Director of Prevention/Public Information

- Developed, coordinated and evaluated research-based prevention programs.
- Created and maintained budgets and program statistics. Monitored progress and ensured funding source compliance.
- Served as Executive Director of Rappahannock Area Kids on the Block, Inc., a non-profit agency that educated youth on disabilities, differences and social concerns.
- Marketed Kids on the Block program, scheduled performances, and organized fund raising and promotional events.
- Promoted agency through organizing speakers' bureau, brochures, annual reports, quarterly newsletters, and special events.

Exemplary Accomplishments:

- Expanded prevention department from one staff person to 14 through conducting a community needs assessment, developing a long-range plan and securing funds through grant writing.
- Developed and successfully implemented 9 prevention programs dealing with substance abuse, drop out, violence, teen pregnancy, and child abuse and developmental disabilities.

EDUCATION

Texas Woman's University, Denton TX
M.A., School Health Education

Franklin Pierce University, Concord, NH
B.S., Business Management

University of Great Falls, Great Falls, MT
A.S., Computer Science

COMMUNITY/VOLUNTEER ACTIVITIES

- Volunteer organizer for the Out of the Darkness Walks in Portsmouth for 11 years
- Organize an annual Pampered Chef fund raiser to benefit a local animal shelter/rescue organization
- Volunteer at church with fund raisers, teaching religious education, greeting, and hospitality and have served as a Eucharistic Minister

REFERENCES

Jane Guilmette, Vice-President of Quality Improvement & Corporate Compliance, The Mental Health Center of Greater Manchester
(603) 296-5940 (cell); janeguilmette@gmail.com

Marc Guillemette, Director of the Office of Catholic Identity, Catholic Medical Center
(603) 361-4980 (cell); mguillemette@att.net

Arlene Robbins, Retired Chief Financial Officer, The Mental Health Center of Greater Manchester
(603) 706-5387 (cell); goldfish2@netzero.net

Paul Mertzic, Executive Director Primary Care & Community Health Services, Catholic Medical Center
(603) 663-8709 (work); pmertzic@cmc-nh.org

CHRISTINE WEBER, LADC

Licensed Alcohol and Drug Abuse Counselor. License #814 since 2010.

EDUCATION:
--AS in Addiction Counseling. New Hampshire Technical Institute, Concord, New Hampshire.
-- BA in Psychology. University of New Hampshire.

AFFILIATIONS:
NH Center for Excellence Clinical Supervision Collaborative
Greater Manchester Substance Abuse Collaborative
NIATx Collaborative
Adult Drug Court Planning Initiative
NH Military Alcohol & Drug Committee

WORK EXPERIENCE:
Serenity Place Crisis Center, Manchester New Hampshire:
Crisis Site Technician: 2006-2007. Detoxification
Substance Abuse Counselor: April 2007 to November 2008.

R.E.A.P (Resources for Evaluating Alcohol Problems), Manchester New Hampshire:
DWI Aftercare Facilitator: May 2011 to September 2011.

Easter Seals Farnum Center, Manchester New Hampshire:
Clinician and Program Coordinator: November 2008 to June 2013.
Practice Manager: June 2013 to May 2014. Implemented third-party billing relationships and expertise resulting in revenue exceeding one million dollars in the first fiscal year.
Director of Substance Abuse Services: Overseeing clinical and administrative operations of Farnum Center since May 2014.

References available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry Gammon	President & CEO	$352,452	0%	$ 0.00
Elin Treanor	CFO	$240,000	0%	$ 0.00
Susan Ryan	COO	$160,000	0%	$ 0.00
Cheryl Wilkey	Sr VP, Substance Abuse Services	$160,000	25%	$40,000
Mary Beth Lavalley	VP,	$100,000	75%	$75,000
Christine Weber	Director of Substance Abuse Services	$77,250	43%	$33,218

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-11)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name National Council on Alcoholism and Drug Dependency/Greater Manchester		1.4 Contractor Address 101 Manchester Street Manchester, NH 03101	
1.5 Contractor Phone Number 603 625-6980	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $1,715,000.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Sharon Drake		1.12 Name and Title of Contractor Signatory Sharon Drake, CEO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 2/29/16, 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

JAMIE L. HILL NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES AUG. 22, 2017

Jamie L Hill

1.13.2 Name and Title of Notary or Justice of the Peace

Jamie L. Hill Notary

1.14 State Agency Signature Kathleen A Dunn Date: 3/1/16	1.15 Name and Title of State Agency Signatory Kathleen A Dunn Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Yorke - Attorney On: 3/7/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials SD
Date 2/29/16

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials SD
Date 2/29/16

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials SD
Date 2/29/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the general client

population that includes, but not limited to:

3.2.1. Adolescents;

3.2.2. Adults

3.2.3. Pregnant women;

3.2.4. Women with dependent children;

3.2.5. Injection drug users;

3.2.6. Individuals with co-occurring substance use and mental health disorders;

3.2.7. Veterans; and/or

3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.

4.1.3. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

4.1.4. Transitional Living Services for adults that provide residential substance abuse treatment services designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MLADC) or unlicensed counselor working under the supervision of a LADC or MLADC and 2 hours must be delivered by a Certified Recovery Support Worker (CRSW). The maximum length of stay in this service is 6 months. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.4.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $77 per week.

4.1.4.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.4.3. The Contractor shall maintain records to account for the client's

contribution to room and board.

4.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.5.1. The Contractor may charge the client fees for room and board in accordance with Sections 4.1.4.1 through 4.1.4.3 above.

4.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.

4.1.7. Withdrawal Management services as defined as ASAM Criteria, Levels 1-WM as an outpatient service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment Section 4.1.1.

4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this

assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.1.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.1.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.1.1.3. A MLADC or LADC

6.1.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, except for Transitional Living, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent

needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current

provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the

client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4, except for Transitional Living (See Section 10.1.6). The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as

necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services and Transitional Living.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as

demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based

client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may

amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.

17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration upon receiving a residential facilities license as in Section 17.4.

17.3. The Contractor shall provide to the Department a copy of the required facility license upon receiving a residential facilities license as in Section 17.4 and then within 30 days after each newly issued license.

17.4. The Contractor shall work with the Department and provide to the Department a plan in accordance with Section 25, Tirrell House Facilities Use Agreement for the State Owned Building, to achieve residential facility licensure.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff

member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than	The Contractor will receive an incentive payment of

Performance Criteria	Incentive Payment
evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of $75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
   a. Total number of clients screened for services
   b. Number of client screened appropriate for services
   c. Number of clients engaging in services who's payer was:
      i. This contract
      ii. New Hampshire Health Protection Plan
      iii. New Hampshire Medicaid
      iv. Medicare
      v. Private Insurance
      vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages

may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the

women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or
2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1. To pregnant and injecting drug users first.

24.3.10.2. To other pregnant substance users second.

24.3.10.3. To other injecting drug users third.

24.3.10.4. To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide

financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

25. Tirrell House Facilities Use Agreement

25.1. The Contractor agrees to use the State of New Hampshire owned building, the Tirrell House located at 15 Brook Street, Manchester, New Hampshire 03103 to provide residential services for up to 14 individuals as in Exhibit A Section 4.

25.2. The Contractor shall have the right to use onsite parking lot. No reserved parking is provided as part of this Agreement.

25.3. The Contractor has inspected and knows the condition of the Tirrell House and agrees to make repairs and renovations outlined in Section 25.4.

25.4. The Contractor shall be responsible for making the repairs and renovations to the building identified in Section 25.1 above, to obtain residential facilities licensure as required in Exhibit A, Section 17, as follows:

25.4.1. Submit to the State of New Hampshire for approval with 10 days of the Contract effective date, the plan to repair/renovate the building as required by the join inspection of the State Fire Marshall, City of Manchester, and the Department's Health Facilities Administration, such as but not limited to:

25.4.1.1. Repair/replace the fire alarm system,

25.4.1.2. Repair/replace the fire suppression system,

25.4.1.3. Upgrade the kitchen,

25.4.1.4. Obtain the required engineering, testing or certificates for the work to be completed.

25.4.1.5. Make other miscellaneous repairs/replacements to the building as needed to obtain licensure.

25.4.1.6. Ensure that the approved vendors completing the work in Section 25.4.3 shall clean and remove all waste and excess materials from the work site(s)

25.4.1.7. Ensure that the approved vendors completing the work in Section 25.4.3 provide a guarantee for all work as in Section 25.5.

25.4.2. Include in the plan (Section 25.4.1) the following:

25.4.2.1. A complete definition of the proposed scope of work,

25.4.2.2. Name(s) of the Vendors/Contractors who will complete the work,

25.4.2.3. Detail of any and all work requiring integration with the buildings' mechanical system or are structural in nature,

25.4.2.4. The estimated costs of the said repairs,

25.4.2.5. The timeline to have the repairs completed.

25.4.3. Agree that the State reserves the right to define the means, methods, materials, and specific vendors to be utilized in performing the work.

25.4.4. Agree that all work completed shall be approved by the State of New Hampshire Public Works Department.

25.4.5. Have the repairs/renovations completed by June 16, 2016 in order to obtain residential facilities licensure from the Department and in accordance with Exhibit C, Paragraph 15, by July 1, 2016.

25.4.6. Agree to contingencies that the schedule in Section 25.4.5 above shall be binding unless the Contractor and the State of New Hampshire negotiate a mutually agreeable alternate schedule, and/or if other causes such as inclement weather or facility troubles cause delay. Any proposed alternative completion date shall be documented in writing and submitted with as much advance notice as circumstances allow for the other party's review and approval. Any and all schedule negotiation shall be made in good faith and by both parties.

25.4.6.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement, P-37, an amendment limited to Exhibit A, Section 25, Paragraph 25.4.6, to adjust the work schedule, within the completion date in block 1.7 of the P-37 General Provisions of this Agreement, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

25.4.7. Agree to be reimbursed by the State of New Hampshire for the actual cost of the repairs and renovations in accordance with and up to the amount in Exhibit B, Section 7.

25.5. The Contractor will ensure that all work/repairs/renovations/replacements are guaranteed by the vendors completing the work, against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of completion of the work in Section 25.4.5.

25.5.1. The Contractor will ensure that if, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the State of New Hampshire is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Vendor shall promptly upon receipt of notice from the State of New Hampshire, and at the Vendor's own expense:

25.5.1.1. Place in satisfactory condition in every particular, all such guaranteed work, correct al defects therein.

25.5.1.2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the State of New Hampshire, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract.

25.5.1.3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

25.6. The Contractor agrees to obtain prior written consent (which shall not be unreasonably withheld or delayed) from the State of New Hampshire for additions, alterations, improvements to the building identified in Section 25.1 (in addition to those outlined in Section 25.4 above).

25.7. The Contractor shall use and occupy the Tirrell House at the expense of the Contractor. The Contractor is responsible to maintain and repair the roof, boiler, plumbing systems, and electrical systems. The Contractor is responsible for all repairs due to wear or negligence on the part of the Contractor, its employees, assignees, or guests.

25.8. The Contractor shall be subject to the general supervision of the State of New Hampshire.

25.9. The Contractor shall be subject to such rules and regulations as the State may prescribe from time to time, such as but not limited to meeting the requirements of the Department's Health Facilities Administration, City of Manchester, and the State of New Hampshire Public Works Department.

25.10. The Contractor is responsible for paying for all utilities such as:

25.10.1. Electricity,

25.10.2. Heating oil

25.10.3. Water

25.10.4. Sewer

25.11. The Contractor shall establish accounts for all utilities (Natural Gas, Steam, Water/Sewer, & Electric) in the name of the contractor, with State of New Hampshire named as "second" on each utility account. Invoices for each utility shall be sent directly to, and paid by the Contractor.

25.12. The Contractor will assign a Liaison and backup to develop a Maintenance Checklist for routine repairs/maintenance needed. The Maintenance Checklist will be available for the State to review and prioritize during the bi-weekly inspection conducted by the State. Liaisons will be the only persons who shall contact the State of New Hampshire.

25.13. The Contractor shall provide grounds services.

25.14. The Contractor shall be responsible for janitorial services, snow removal, and waste disposal.

25.15. The Contractor shall be responsible for all necessary furniture, fixtures, and equipment necessary to provide services for the Tirrell House.

25.16. The Contractor will protect, repair and maintain the Tirrell House in good order and condition at their expense and without costs or expense to State.

25.17. The Contractor shall exercise due diligence in protecting the Tirrell House against damage or destruction by fire, vandalism, theft or other causes.

25.18. The Contractor shall, at their own expense, promptly repair or replace to the satisfaction of the State, property damaged or destroyed by the Contractor or guests, incident to its exercise of the privileges granted. Alternatively, if required by the State, the Contractor shall pay the State money in the amount sufficient to compensate for the loss sustained by the State for damage to or destruction of the Tirrell House.

25.19. The Contractor will at all times during the existence of this Agreement, promptly observe and comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste. Should Contractor discover any violations, Contractor to report these violations immediately to the State of New Hampshire. The Contractor shall, at their own expense, be responsible for any costs incurred as a result of their violation of the aforementioned federal, state and local laws, rules and regulations and standards.

25.20. The Contractor agrees that any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter the Tirrell House, at all times (with reasonable notice) for any purpose, including inspection, and the Contractor shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee or contractor thereof.

25.21. The State shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of the Tirrell House and its use and occupation by the Contractor, or from damage to their property, or damage to the property, or injuries to the persons of the Contractor or any officers, employees, servants, agents, contractors, or others who may be at the Tirrell House at their invitation or the invitation of any one of them arising from governmental activities at the Tirrell House.

25.22. The Contractor agrees to assume all risk of loss or damage to the property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the use of and occupancy

of the Tirrell House. The Contractor expressly waives all claims against the State and the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the Tirrell House or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.

25.23. The Contractor agrees, to indemnify, save, hold harmless and defend the State and the State of New Hampshire, their officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted under this use Agreement in Exhibit A, Section 25 and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by the Contractor giving rise to liability to the State or the State of New Hampshire, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.

25.24. The Contractor agrees that on or before the expiration date of this Agreement, or within ten (10) business days after its revocation by the State, or relinquishment by the Contractor, the Contractor shall vacate the Tirrell House and shall, remove all their personal property and restore the Tirrell House to a condition satisfactory to the State, damages beyond the control of the Contractor and due to ordinary wear and tear excepted. If the Contractor shall fail or neglect to remove their personal property and so restore the Tirrell House, then at the option of the State, such property shall either become property of the State without compensation therefore, or the State may cause property to be removed and the Tirrell House to be so restored at the expense of the Contractor, and no claim for damage against the State or its officers, employees or agents shall be created by or made on account of such removal and restoration work.

25.25. This Agreement is effective only insofar as the rights of the Contractor in the Tirrell House involved are concerned, and the Contractor shall obtain such permission as may be necessary on account of any other existing rights.

25.26. The terms of the Use Agreement in this Section 25, shall not be transferred or assigned.

25.27. The Contractor and the State agree that no notices, orders, directions, determinations, requirement consents, and/or approvals under this Agreement shall be of any effect unless it is in writing. All notices to be given pursuant to this Agreement shall be addressed to the State:

State of New Hampshire
Department of Health and Human Services
Attn: Director of Facilities Management
129 Pleasant Street
Concord, NH, 03301

25.28. The Contractor agrees that routine building maintenance is defined as normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets (not including kitchen appliances). Routine building maintenance does, not include damage resulting in abuse or neglect by the contractor or its agents, consumers, and visitors.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 9, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 9 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:

4.4.1. In Exhibit A, Sections 4.1.4 Transitional Living and 4.1.5.Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for repairs and renovations for the Tirrel House in Section 7, as follows:

5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.4.1. Submit separate batches for each billing month.

5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Crisis Services to Existing Clients and their Significant Others:

6.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

7. Payment for Repairs and Renovations for the Tirrell House
   7.1. The Department will reimburse the Contractor for actual expenses incurred to repair and renovate the building based upon the Department approved plan in Exhibit A, Section 25.
   7.2. The Contractor shall be reimbursed up to the maximum allowed amount of $286,000 for authorized expenses.

      7.2.1. Funding to support these repairs/renovations is from State of New Hampshire general funds.

   7.3. Payment will be made only upon completion of repairs and renovations and acceptance of work performed by the Department of Health and Human Services, in accordance with the terms Exhibit A, Section 25.
   7.4. The Contractor's invoice shall include the amount for materials and labor.
   7.5. Once the repairs and renovations are made and in working order and approved by the Department, the contractor shall ensure that the Vendor who provided the repairs/renovations/replacements in Exhibit A, Section 25, shall provide any work as described under the warranty in Exhibit A, Section 25, at no additional cost through the completion date of the warranty period.
   7.6. The Contractor shall submit actual expenses on an invoice that provides a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.
   7.7. The Department will authorize reimbursement of expenses based on actual allowable expenses, in accordance with applicable state and federal laws and regulations and terms in Exhibit A, Section 25.
   7.8. The Contractor will submit an invoice by the 20th day of the month following completion of the work defined in Exhibit B Section 7.3, which identifies and requests reimbursement for authorized expenses incurred for the project and renovation. 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. Invoices must be submitted to:

      Financial Manager
      Bureau of Drug and Alcohol Services
      105 Pleasant Street,
      Main Bldg., 3rd Floor North
      Concord, NH 03301

8. Sliding Fee Scale
   8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1, except for repairs and renovations for the Tirrell House in Section 7 as follows:

8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Non Reimbursement for Services

9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
9.1.3. Services covered by Medicare for clients who are eligible for Medicare.
9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.

10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

11. Funding may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep records of their activities related to Department programs and services.

13. 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.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

        15.2.1. Make cash payments to intended recipients of substance abuse services.
        15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
        15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
        15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

    15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

        15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of

SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Intensive Outpatient	$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week ($380), per client
Partial Hospitalization	$203.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	6 days per week ($1,218), per client
Transitional Living	$100.00	Per day	7 days per week ($700), per client
Low-Intensity Residential Adult	$110.00	Per day	7 days per week ($770), per client
High-Intensity Residential Adult	$140.00	Per day	7 days per week ($980)
Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	$95.00	Per day	7 days per week ($665)

Exhibit B-1

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 of combined individual & group per week
Group Recovery Support Services (Non-Clinical)	$5.00	15 min	

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials SD

Date 3/29/16

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: NCADD EM

2/29/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: NCADD GM

2/29/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials SD
Date 2/29/16

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: NCADDGM

2/29/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: NCADD GM

2/29/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: NCADD GM

2/29/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health & Human Services	NCADD GM
The State	Name of the Contractor
Kathleen A Dunn	Sharon Drake
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Sharon Drake
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	CEO
Title of Authorized Representative	Title of Authorized Representative
3/1/16	2/29/16
Date	Date

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

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

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

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

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

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

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

Contractor Name: NCADD GM

2/29/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

FORM A

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

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

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   - 1.1.1. Ownership;
   - 1.1.2. Physical location;
   - 1.1.3. Name.

   1.2. When there is a new administrator, the following shall apply:
   - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
     - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
     - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
     - 1.2.2.3. Copies of applicable licenses for the new administrator;
   - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
     - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
     - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   - 2.1.1. The facility premises;
   - 2.1.2. All programs and services provided under the contract; and
   - 2.1.3. Any records required by the contract.

   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.

   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
   - 3.1.2. Imposing a directed POC upon a contractor;
   - 3.1.3. Suspension of a contract; or
   - 3.1.4. Revocation of a contract.

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the contractor deems significant.
12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
12.8.2. Transfer records of clients who have given written consent to another contractor; or
12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
13. Medication Services.
13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
13.2.1. The client's name;
13.2.2. The medication name and strength;
13.2.3. The prescribed dose;
13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and

19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER is a New Hampshire nonprofit corporation formed December 7, 1997. 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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, John FitzGerald, III, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of National Council on Alcoholism & Drug Dependence Greater Manchester.
(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 25, 2011:
(Date)

RESOLVED: That the Executive Director/CEO
(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 29th day of February, 2016.
(Date Contract Signed)

4. Sharon Drake is the duly elected Executive Director/CEO of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of HILLSBOROUGH

The forgoing instrument was acknowledged before me this 29th day of February, 2016,

By John FitzGerald, III.
(Name of Elected Officer of the Agency)

JAMIE L. HILL
MY COMMISSION EXPIRES AUG. 22, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

(NOTARY SEAL)

(Notary Public/Justice of the Peace)

Commission Expires: 8/22/2017
8/22/2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2016

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

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

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

COVERAGES **CERTIFICATE NUMBER:** ALL LINES FOR NEW LOC **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	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			8502SS335180-6	2/9/2016	2/9/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			8502SS335180-6	2/9/2016	2/9/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			4602SS335181-6	2/9/2016	2/9/2017	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201500005743	5/1/2015	3/4/2016	PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Abuse or Molestation			8502SS335180-6	2/9/2016	2/9/2017	$1,000l,000 subject to agg	$2,000,000
A	Professional Liability			8502SS335180-6	2/9/2016	2/9/2017	$1,000,000 subject to agg.	$3,000,000

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pat Mack/PAT

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Serenity Place

Recovery starts here and now.

VISION STATEMENT

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

MISSION STATEMENT

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

OUR VALUES

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

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE

Audited Financial Statements

For The Fiscal Years Ended
June 30, 2014 and 2013

PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE

Table of Contents

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

PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Serenity Place
National Council on Alcoholism and Drug Dependence Affiliate
Manchester, New Hampshire

We have audited the accompanying financial statements of Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate (a non-profit organization), which comprise the statement of financial position as of June 30, 2014 and 2013, and the related statements of activities and changes in net assets, functional expenses 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 from 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 audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted.

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire
January 9, 2015

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

ASSETS

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

See Notes and Independent Auditor's Report

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

LIABILITIES AND NET ASSETS

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

See Notes and Independent Auditor's Report

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

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

See Notes and Independent Auditor's Report

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

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

-Continued on Next Page-

See Notes and Independent Auditor's Report

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

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

See Notes and Independent Auditor's Report

PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS

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

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

-Continued on Next Page-

See Notes and Independent Auditor's Report

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

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

See Notes and Independent Auditor's Report

Nature of Organization:

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

Note 1 - Summary of Significant Accounting Principles:

A. Basis of Presentation

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

B. Cash and Cash Equivalents

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

C. Use of Estimates in the Preparation of Financial Statements

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

D. Accounting Principles

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

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

-Continued on Next Page-

Note 1 - Summary of Significant Accounting Principles - continued:

D. Accounting Principles - Continued

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

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

E. Income Taxes

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

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

-Continued on Next Page-

Note 1 - Summary of Significant Accounting Principles - Continued:

F. Fixed Assets

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

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

G. Accounts Receivable

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

H. Donor-Restricted Contributions

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

I. Investments

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

-Continued on Next Page-

Note 1 - Summary of Significant Accounting Principles - Continued:

J. Advertising

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

K. Functional Allocation of Expenses

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

Note 2 –Receivables:

Receivables are as follows:

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

-Continued on Next Page –

Note 3 - Notes Payable:

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

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

Future minimum principal payments are as follows:

For The Fiscal Years Ended June 30,	Notes Payable
2015	$ 5,000
2016	5,000
2017	5,000
2018	5,000
2019	5,000
Totals	**$ 25,000**

-Continued on Next Page-

Note 4 – State Loan Payable:

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

Note 5 – Temporarily Restricted Net Assets:

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

Bean Foundation – Building Repairs	$ 20,000
Samuel Hunt Foundation – Building Repairs	8,556
	$ 28,556

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

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

Note 7 – Concentration of Revenue and Support Sources:

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

Note 8 – Contributions:

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

	2014	2013
Donated services, materials, equipment and food	$ 28,962	$ 29,480

-Continued on Next Page-

Note 9 – Investments:

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

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

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

Note 10 – Line of Credit:

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

Note 11 – Subsequent Events:

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

Serenity Place Board of Directors – FY2016-2017

NAME	BUSINESS ADDRESS
Roger Beauchamp	Manchester, NH 03103
Jeff Benson	Manchester, NH 03104
Tiffany Cavanaugh Treasurer	Manchester, NH 03101
Mary Constance	Bedford, NH
John FitzGerald, III President	Manchester, NH 03104
Ross Kukish Secretary	Wilton, NH 03086
Anthony Messina	Salem, NH 03079
Michael O'Shaughnessy Vice- President	Manchester, NH 03104
Russ Ouellette	Bedford, NH 03110
Barbara Potvin	Bedford, NH 03110
Bobby Schultz	Nashua NH
Alan Villenuve	Goffstown, NH 03045

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

Sharon Drake

[redacted]

OBJECTIVE

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

November 2008 to Present – *CEO, Serenity Place, Manchester, NH*
Directly responsible for the administration, development, management and operations of Serenity Place's education programs, withdrawal management program, transitional living programs, intensive outpatient program, open access program, and the REAP (DUI) program according to established policies and procedures.

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

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

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

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

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

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

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

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

Education:

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

Other Activities:

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

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

[redacted]

Objective

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

Summary of Qualifications

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

Professional Accreditation

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

Professional Background

Serenity Place, Manchester, NH 2014 – Present

Clinical Director

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

Roxbury Community Health Care Center. Roxbury, MA 2012-2013

Senior Clinician/ Suboxone Program Coordinator

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

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

Arbour Counseling Services: Allston, Ma 2004-2012

Program Director-School-Based Program

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

HRI, Arbour Hospital. Brookline, MA 2002-2004

Triangle PHP Clinical Coordinator

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

Spectrum Health Systems, Inc. Somerville, Ma 2001-2002

Clinical Director –Spectrum Shelter for Boys.

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

"Reaching out to Women", Lynn, Ma 2000-2001

Senior clinician

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

Tri-City Mental Health & Retardation Center, Lynn, Ma. 1999-2001

Group Facilitator in Batterer's Intervention

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

Essex County Correctional Facility, Middleton, Ma 1997-1999

Alternatives to Domestic Violence & Abuse Program
Program Director

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

Serenity Supportive Housing, Topsfield, Ma. 1995-1997
Assistant Program Director

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

Educational Background

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

References Available upon Request

Jamie Hill

[redacted]

Objective

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

Experience

Serenity Place - Controller **January 2016 - Present**

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

Control Technologies - Accounting Assistant **July 2015 - January 2016**

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

Accountemps – Salaried Professional Sr. Accountant **July 2014 – July 2015**

- Assist clients with various accounting/finance needs and projects

  WhippleHill Communications

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

Bauer Hockey

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

Gigunda Group, Inc. – Director of Finance **March 2012 – May 2014**

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

Gigunda Group, Inc. – Accounting Assistant **January 2008 – March 2012**

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

Manchester Radio Group – Assistant Business Manager **May 2002 – June 2007**

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

Education

Hesser College – Associates in Accounting **January 2001 – May 2003**

Pursued my passion for numbers and analyzing problems.

Skills

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

Computer Applications

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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sharon Drake	CEO	$72,828.00	8.6%	$6,263.00
Dominic Donahue	Clinical Director	$66,300.00	42.3%	$28,045.00
Jamie Hill	Controller	$55,000.00	34.5%	$18,975.00

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-12)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Phoenix Houses of New England		1.4 Contractor Address 99 Wayland Avenue, STE 100 Providence, RI 02906	
1.5 Contractor Phone Number 401 331-4250 x 3202	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $1,497,600.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature PBMcE		1.12 Name and Title of Contractor Signatory PATRICK B MCENEANEY SR. VICE PRESIDENT, EXECUTIVE DIRECTOR	

1.13 Acknowledgement: State of RHODE ISLAND, County of PROVIDENCE

On FEB. 29, 2016, 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

Ena E Paradysz

[Seal]

ENA E. PARADYSZ
Notary Public-State of Rhode Island
My Commission Expires
May 31, 2017

1.13.2 Name and Title of Notary or Justice of the Peace

ENA E PARADYSZ NOTARY PUBLIC

1.14 State Agency Signature Kathleen Dunn Date: 3/2/16	1.15 Name and Title of State Agency Signatory Kathleen A. Dunn Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Kolb-Attorney On: 3/7/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 2/28/16

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 2/23/16

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials BR
Date 2/23/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the general client

population that includes, but not limited to:

3.2.1. Adolescents;

3.2.2. Adults

3.2.3. Pregnant women;

3.2.4. Women with dependent children;

3.2.5. Injection drug users;

3.2.6. Individuals with co-occurring substance use and mental health disorders;

3.2.7. Veterans; and/or

3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.

4.1.3. Transitional Living Services provide residential substance abuse treatment services designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MLADC) or unlicensed counselor working under the supervision of a LADC or MLADC and 2 hours must be delivered by a Certified Recovery Support Worker (CRSW). The maximum length of stay in this service is 6 months. Adult residents typically work

in the community and may pay a portion of their room and board.

4.1.3.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $77 per week.

4.1.3.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.3.3. The Contractor shall maintain records to account for the client's contribution to room and board.

4.1.4. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.

4.1.5. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use

disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment and Integrated Medication Assisted Treatment (Sections 4.1.1 and 4.1.5 respectively).

4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least

during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.1.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.1.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.1.1.3. A MLADC or LADC

6.1.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination

model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, except for Transitional Living, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or

4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;

2. Recovery support services as needed by the client;

3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal

justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency

waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening,

intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate

referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4, except for Transitional Living (See Section 10.1.6). The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the

goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services and Transitional Living.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12)

months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.

17.2. The Contractor will ensure that the facilities where residential services are

delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration.

17.3. The Contractor shall provide to the Department a copy of the required facility license, in Section 17.1 within 30 days of the contract effective date and then within 30 days after the newly issued license.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of

progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum

requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of $75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00

Performance Criteria	Incentive Payment
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
   a. Total number of clients screened for services
   b. Number of client screened appropriate for services
   c. Number of clients engaging in services who's payer was:
      i. This contract

ii. New Hampshire Health Protection Plan

iii. New Hampshire Medicaid

iv. Medicare

v. Private Insurance

vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the

parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to

locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or

2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42

CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1. To pregnant and injecting drug users first.

24.3.10.2. To other pregnant substance users second.

24.3.10.3. To other injecting drug users third.

24.3.10.4. To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital,

residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the other requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:

4.4.1. In Exhibit A, Sections 4.1.4 Transitional Living.

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Integrated Medication Assisted (See Section 6), as follows:

5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.4.1. Submit separate batches for each billing month.

5.5. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Integrated Medication Assisted Treatment (MAT)shall be as follows:

6.1. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Integrated Medication Assisted Treatment Services for Staff Time, Medication, and Physician Time.

6.2. Staff Time: Staff Time is for non-medical staff time relative to the MAT program that is not billable as another service under this contract, such as consultation with a prescribing physician. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

6.3. Medication Contract Rate, Unit Type and Service Limit:

6.3.1. The Contractor will be reimbursed for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b),

6.3.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in an Opiate Treatment Program (OTP) certified per New Hampshire Administrative Rule He-A 304 as follows: The Contractor will be reimbursed for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Medication Assisted Treatment Services.

6.3.3. The Contractor will be reimbursed for up to 3 doses per client per day.

6.4. Physician Time: Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

6.5. The invoice at a minimum shall include:

6.5.1. For non-medical staff time:

6.5.1.1. A clear description of each expense including WITS Client ID #(s) when applicable;

6.5.1.2. The amount of each expense; and

6.5.1.3. The total of all expenses for the billing period in a Department defined invoice.

6.5.2. For client medications:

6.5.2.1. WITS Client ID #;

6.5.2.2. Period for which prescription is intended;

6.5.2.3. Name and dosage of the medication;

6.5.2.4. Associated Medicaid Code;

6.5.2.5. Charge for the medication.

6.5.2.6. Client cost share for the service; and

6.5.2.7. Amount being billed to the Department for the service.

6.5.3. For physician and other medical professional services:

6.5.3.1. WITS Client ID #;

6.5.3.2. Date of Service;

6.5.3.3. Description of service;

6.5.3.4. Associated Medicaid Code;
6.5.3.5. Charge for the service;
6.5.3.6. Client cost share for the service; and
6.5.3.7. Amount being billed to the Department for the service.

6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment 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. Invoices must be submitted to:

Financial Manager
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301

7. Payment for Crisis Services to Existing Clients and their Significant Others:
7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

8. Sliding Fee Scale
8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Integrated Medication Assisted Treatment – Staff time that is not a direct service to a specific client(s) (See Section 6) as follows:
8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.

8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.

8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Non Reimbursement for Services

9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.

9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.

9.1.3. Services covered by Medicare for clients who are eligible for Medicare.

9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.

10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

11. Funding may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep records of their activities related to Department programs and services.

13. 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.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

        15.2.1. Make cash payments to intended recipients of substance abuse services.
        15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
        15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
        15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

    15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

        15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Intensive Outpatient	$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week ($380), per client
Transitional Living	$100.00	Per day	7 days per week ($700), per client
High-Intensity Residential Adult	$140.00	Per day	7 days per week ($980), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	$7.50	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	

Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 per week, per client

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials _____

Date 2/29/16

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

2/25/16
Date

Name: PATRICK B. MCENEANEY
Title: SR. VP EXECUTIVE DIRECTOR

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

2/29/12
Date

Name: PATRICK B. HICKEY
Title: SR. VP EXECUTIVE DIRECTOR

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

Contractor Initials _____

Date 2/21/14

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

2/29/16
Date

Name: PATRICK MCENEANEY
Title: EXECUTIVE DIRECTOR

Contractor Initials 2/29/16
Date

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.

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: PHOENIX HOUSES OF NEW ENGLAND

Date

Name: PATRICK B. MCENEANEY
Title: SR VP, EXECUTIVE DIRECTOR

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

2/29/12
Date

Name: PATRICK B. MCENEANEY
Title: SR VP EXECUTIVE DIRECTOR

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health and Human Services	PHOENIX HOUSES OF NEW ENGLAND, INC
The State	Name of the Contractor
Kathleen A. Dunn	
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A. Dunn	PATRICK B. MCENEANEY
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	SR VP EXECUTIVE DIRECTOR
Title of Authorized Representative	Title of Authorized Representative
3/3/16	2/29/16
Date	Date

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

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

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

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

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

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

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

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

2/29/16
Date

Name: PATRICK B. MCENEANEY
Title: SR VP, EXECUTIVE DIRECTOR

FORM A

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

1. The DUNS number for your entity is: 075715193

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   - 1.1.1. Ownership;
   - 1.1.2. Physical location;
   - 1.1.3. Name.

   1.2. When there is a new administrator, the following shall apply:
   - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
     - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
     - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
     - 1.2.2.3. Copies of applicable licenses for the new administrator;
   - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
     - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
     - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   - 2.1.1. The facility premises;
   - 2.1.2. All programs and services provided under the contract; and
   - 2.1.3. Any records required by the contract.

   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
   - 3.1.2. Imposing a directed POC upon a contractor;
   - 3.1.3. Suspension of a contract; or
   - 3.1.4. Revocation of a contract.

Contactor Initials: BM
Date: 2/2/18

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;

12.2.4. Fourth section, Discharge Planning:

12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;

12.2.5. Fifth section, Releases of Information/Miscellaneous:

12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

12.2.5.2. Any correspondence pertinent to the client; and

12.2.5.3. Any other information the contractor deems significant.

12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.

12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.

12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.

12.6. All confidential information shall be maintained within a secure storage system at all times as follows:

12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;

12.6.2. All electronic files shall be password protected; and

12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.

12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:

12.6.4.1. For a minimum of 7 years for an adult; and

12.6.4.2. For a minimum of 7 years after age of majority for children.

12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another contractor; or

12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and
19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and
19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
  20.1. A client shall be terminated from a contractor's service if the client:
    20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
    20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
    20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
    20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
    20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
  20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
    20.2.1. Give the effective date of termination;
    20.2.2. List the clinical or management reasons for termination; and
    20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
  20.3. A contractor shall document in the record of a client who has been terminated that:
    20.3.1. The client has been notified of the termination; and
    20.3.2. The termination has been approved by the program director.

21. Client Rights in Residential Programs.
  21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
    21.1.1. The right to a safe, sanitary and humane living environment;
    21.1.2. The right to privately communicate with others, including:
      21.1.2.1. The right to send and receive unopened and uncensored correspondence;
      21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
      21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
    21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
    21.1.4. The right to privacy, including the following:
      21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
      21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
      21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
    21.1.5. The right to individual choice, including the following:
      21.1.5.1. The right to keep and wear their own clothes;
      21.1.5.2. The right to space for personal possessions;
      21.1.5.3. The right to keep and to read materials of their own choosing;
      21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

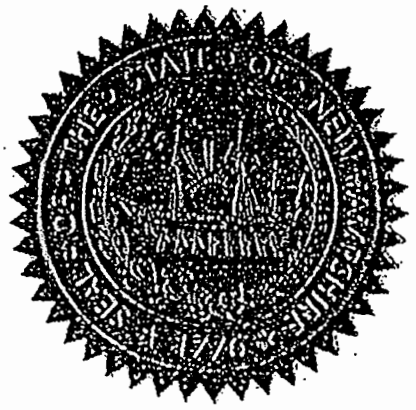
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

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 PHOENIX HOUSES OF NEW ENGLAND, INC., a(n) Rhode Island nonprofit corporation, registered to do business in New Hampshire on June 14, 1972. 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 5th day of June, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Peter H Hurley, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Phoenix Houses of New England, Inc.
(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 21, 2015:
(Date)

RESOLVED: That the Patrick B. McEneaney
(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 29th day of FEBRUARY, 2016.
(Date Contract Signed)

4. Patrick B. McEneaney is the duly elected Sr. Vice President, Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE Rhode Island

County of Providence

The forgoing instrument was acknowledged before me this 29th day of FEB, 2016,

By Peter H Hurley.
(Name of Elected Officer of the Agency)
PETER H HURLEY

Ena E Paradysz
(Notary Public/Justice of the Peace)

Commission Expires: 5/31/17

ENA E. PARADYSZ
Notary Public-State of Rhode Island
My Commission Expires
May 31, 2017

Client#: 99337 PHOENHOUSE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2015

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	CONTACT NAME:	
Marsh & McLennan Agency LLC Park 80 West, Plaza Two 250 Pehle Avenue, Suite 400 Saddle Brook, NJ 07663	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: somersetclsupport@mma-ne.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
INSURED Phoenix Houses of New England, Inc. 99 Wayland Ave., Suite 100 Providence, RI 02906	INSURER B : National Union Fire Ins Co Pitt	19445
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6797828	07/01/2015	07/01/2016	EACH OCCURRENCE	$1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	X BI/PD Ded:10000						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC			Retroactive Date	07/01/2014		PRODUCTS - COMP/OP AGG	$1,000,000
	☐ OTHER:						Policy Agg	$10,000,000
B	AUTOMOBILE LIABILITY			CA3482472	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6797827	07/01/2015	07/01/2016	EACH OCCURRENCE	$10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$10,000,000
	☐ DED ☐ RETENTION $			Retroactive Date	07/01/2014			$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			6797828	07/01/2015	07/01/2016	$1,000,000 Per Claim $3,000,000 Aggregate	

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

Certificate Holder is included as Additional Insured as required by written contract, agreement or permit limited to the General Liability coverage.

CERTIFICATE HOLDER

State of New Hampshire Div of
Public Health Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Wm. C. Cilento

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#S1681568/M1674515 NRCYE

CERTIFICATE OF LIABILITY INSURANCE

3/30/2016 | DATE (MM/DD/YYYY) 3/31/2015

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 Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1364887 Phoenix House of New England Inc. 99 Wayland Avenue, Suite 100 Providence, RI 02906-4313	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : New Hampshire Insurance Company — 23841 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES PHOHO01 CERTIFICATE NUMBER: 10495291 REVISION NUMBER: XXXXXXX

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	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 86672181 (NH, VT)	3/30/2015	3/30/2016	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
10 days notice of cancellation for non-payment of premium. This certificate supersedes previous version issued on 3/19/2012

CERTIFICATE HOLDER

10495291
State of New Hampshire Div of
Public Health Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Phoenix House
Rising Above Addiction

Mission Statement

We are passionate about healing individuals, families and communities challenged by substance use disorders and related mental health conditions.

Financial Statements and Supplementary
Information Together With
Report of Independent Certified Public Accountants

PHOENIX HOUSES OF NEW ENGLAND, INC.

June 30, 2015 and 2014

PHOENIX HOUSES OF NEW ENGLAND, INC.

TABLE OF CONTENTS

	Page
Report of Independent Certified Public Accountants	1 - 2
Financial Statements:	
Statements of Financial Position as of June 30, 2015 and 2014	3
Statement of Operations and Changes in Net Assets for the year ended June 30, 2015	4
Statement of Operations and Changes in Net Assets for the year ended June 30, 2014	5
Statements of Cash Flows for the years ended June 30, 2015 and 2014	6
Notes to Financial Statements	7 - 16
Supplementary Information:	
Schedule of Functional Expenses for the year ended June 30, 2015	18
Schedule of Functional Expenses for the year ended June 30, 2014	19



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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
Phoenix Houses of New England, Inc.:

We have audited the accompanying financial statements of Phoenix Houses of New England, Inc. ("PH New England"), which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of operations 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 audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform our audits to obtain reasonable assurance about whether the financial statements are free from 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 PH New England'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 PH New England'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 audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material aspects, the financial position of Phoenix Houses of New England, Inc. as of June 30, 2015 and 2014, and the results of its operations and changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

Our audits were conducted for the purposes of forming an opinion on the financial statements of PH New England as of and for the years ended June 30, 2015 and 2014, taken as a whole. The supplementary information included on pages 18 and 19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary 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 audits of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the 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 supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Grant Thornton LLP

New York, New York
November 16, 2015

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statements of Financial Position
As of June 30, 2015 and 2014

ASSETS	2015	2014
CURRENT ASSETS		
Cash and cash equivalents	$ 189,358	$ 248,729
Due from government agencies, net of allowance of approximately $705,000 and $562,000 in 2015 and 2014, respectively	4,632,479	2,746,436
Other receivables, net of allowance of approximately $710,000 and $480,000 in 2015 and 2014, respectively	1,028,914	1,065,899
Current portion of contributions receivable (Note 4)	43,860	81,931
Prepaid expenses and other assets	301,297	223,786
Current portion of note receivable (Note 5)	5,000	5,000
Total current assets	6,200,908	4,371,781
Contributions receivable, net (Note 4)	13,604	23,604
Notes receivable, net of current portion (Note 5)	160,000	165,000
Property and equipment, net (Note 6)	6,000,133	4,727,447
Total assets	$ 12,374,645	$ 9,287,832
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 1,184,571	$ 1,192,935
Due to government agencies	44,755	45,613
Current portion of capital lease obligation (Note 6)	-	12,160
Current portion of long-term debt (Note 7)	133,233	22,519
Revolving loan fund (Note 8)	100,000	100,000
Total current liabilities	1,462,559	1,373,227
Due to Parent (Note 3)	4,619,611	2,317,921
Capital lease obligation, net of current portion (Note 6)	-	1,353
Long-term debt, net of current portion (Note 7)	880,025	212,996
Total liabilities	6,962,195	3,905,497
Commitments and contingencies (Note 13)		
NET ASSETS		
Unrestricted	5,289,612	5,273,028
Temporarily restricted (Note 10)	122,838	109,307
Total net assets	5,412,450	5,382,335
Total liabilities and net assets	$ 12,374,645	$ 9,287,832

The accompanying notes are an integral part of these financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statement of Operations and Changes in Net Assets
For the year ended June 30, 2015

	Unrestricted	Temporarily Restricted	Total
OPERATING REVENUES AND SUPPORT			
Government contract revenue	$ 13,488,959	$ -	$ 13,488,959
Client and third-party revenue (Note 9)	10,900,679	-	10,900,679
Donated goods	214,914	-	214,914
Grants and contributions	81,678	60,000	141,678
Special event revenue, net of costs of direct benefits to donors of approximately $14,000	159,163	-	159,163
Other revenue	84,393	-	84,393
Net assets released from restrictions	53,125	(53,125)	-
Total operating revenues and support	24,982,911	6,875	24,989,786
EXPENSES (Note 12)			
Salaries	12,092,223	-	12,092,223
Employee benefits and payroll taxes	3,078,566	-	3,078,566
Consulting and contractual services	1,945,476	-	1,945,476
Resident sustenance	1,247,798	-	1,247,798
Occupancy costs	2,375,523	-	2,375,523
Vehicle costs	257,688	-	257,688
Communications	612,738	-	612,738
Office and program supplies	802,627	-	802,627
Insurance	264,186	-	264,186
Travel	274,863	-	274,863
Interest	48,849	-	48,849
Miscellaneous	256,702	-	256,702
Repairs and maintenance	608,280	-	608,280
Depreciation and amortization	542,133	-	542,133
Administrative charges from Parent	519,200	-	519,200
Total operating expenses	24,926,852	-	24,926,852
Income from operations	56,059	6,875	62,934
OTHER ITEMS			
Net loss on disposal of asset	(44,937)	-	(44,937)
Depreciation on non-operational assets	(33,947)	-	(33,947)
Total other items	(78,884)	-	(78,884)
Excess of revenues over expenses	(22,825)	6,875	(15,950)
OTHER CHANGES IN NET ASSETS			
Contributions restricted for capital initiatives	-	46,065	46,065
Net assets released for capital initiatives	39,409	(39,409)	-
Changes in net assets	16,584	13,531	30,115
Net assets, beginning of year	5,273,028	109,307	5,382,335
Net assets, end of year	$ 5,289,612	$ 122,838	$ 5,412,450

The accompanying notes are an integral part of this financial statement.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statement of Operations and Changes in Net Assets
For the year ended June 30, 2014

	Unrestricted	Temporarily Restricted	Total
OPERATING REVENUES AND SUPPORT			
Government contract revenue	$ 14,246,899	$ -	$ 14,246,899
Client and third-party revenue (Note 9)	8,105,160	-	8,105,160
Donated goods	240,391	-	240,391
Grants and contributions	134,037	109,200	243,237
Special event revenue	17,117	-	17,117
Other revenue	69,865	-	69,865
Net assets released from restrictions	138,982	(138,982)	-
Total operating revenues and support	22,952,451	(29,782)	22,922,669
EXPENSES (Note 12)			
Salaries	11,445,842	-	11,445,842
Employee benefits and payroll taxes	3,399,469	-	3,399,469
Consulting and contractual services	1,108,525	-	1,108,525
Resident sustenance	966,127	-	966,127
Occupancy costs	2,002,955	-	2,002,955
Vehicle costs	275,210	-	275,210
Communications	609,724	-	609,724
Office and program supplies	664,435	-	664,435
Insurance	252,888	-	252,888
Travel	274,902	-	274,902
Interest	13,808	-	13,808
Miscellaneous	218,482	-	218,482
Repairs and maintenance	584,810	-	584,810
Depreciation and amortization	487,457	-	487,457
Adminstrative charges from Parent	519,200	-	519,200
Total operating expenses	22,823,834	-	22,823,834
Income (loss) from operations	128,617	(29,782)	98,835
OTHER ITEM			
Depreciation on non-operational assets	(34,001)	-	(34,001)
Total other item	(34,001)	-	(34,001)
Excess of (deficiency in) revenues over expenses	94,616	(29,782)	64,834
OTHER CHANGES IN NET ASSETS			
Contributions restricted for capital initiatives	-	52,000	52,000
Net assets released for capital initiatives	52,000	(52,000)	-
Changes in net assets	146,616	(29,782)	116,834
Net assets, beginning of year	5,126,412	139,089	5,265,501
Net assets, end of year	$ 5,273,028	$ 109,307	$ 5,382,335

The accompanying notes are an integral part of this financial statement.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statements of Cash Flows
For the years ended June 30, 2015 and 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 30,115	$ 116,834
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Provision for doubtful accounts	373,138	352,061
Depreciation and amortization	576,080	521,458
Foregiveness of notes receivable	5,000	5,000
Contributions restricted for capital expenditures	(46,065)	(52,000)
Loss on disposal of asset	44,937	-
Changes in operating assets and liabilities:		
Due from government agencies	(2,028,746)	(331,697)
Other receivables	(193,450)	(408,989)
Contributions receivable	48,071	2,216
Prepaid expenses and other assets	(77,511)	6,204
Accounts payable and accrued expenses	(8,364)	233,410
Due to government agencies	(858)	38,152
Due to Parent	2,301,690	136,854
Net cash provided by operating activities	1,024,037	619,503
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(1,982,179)	(693,297)
Proceeds from sale of equipment	88,476	-
Net cash used in investing activities	(1,893,703)	(693,297)
CASH FLOWS FROM FINANCING ACTIVITIES		
Contributions restricted for capital expenditures	46,065	52,000
Proceeds from long term borrowing	868,000	-
Principal payments on capital lease	(13,513)	(11,206)
Principal payments on long-term debt	(90,257)	(21,298)
Net cash provided by financing activities	810,295	19,496
Net decrease in cash and cash equivalents	(59,371)	(54,298)
Cash and cash equivalents, beginning of year	248,729	303,027
Cash and cash equivalents, end of year	$ 189,358	$ 248,729
Supplemental disclosure of cash flow information:		
Interest paid	$ 48,849	$ 13,808
Capital obligation incurred	$ 868,000	$ -

The accompanying notes are an integral part of these financial statements.

1. ORGANIZATION

Phoenix Houses of New England, Inc. ("PH New England") is a Section 501(c)(3) not-for-profit organization, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the "Code"). PH New England is also exempt from state and local taxes under similar provisions. PH New England was established in order to operate therapeutic treatment centers for the rehabilitation of drug and substance abusers throughout New England.

Phoenix House Foundation, Inc. (the "Parent") is the sole member of PH New England and the following affiliated organizations: Phoenix Houses of New York, Inc. and Affiliates (which consists of Phoenix Houses of New York, Inc. and Phoenix Houses of Long Island, Inc.); Phoenix Houses of California, Inc. and Affiliates (which consists of Phoenix Houses of California, Inc.; Phoenix Houses of Los Angeles, Inc.; Phoenix House Orange County, Inc.; and Phoenix House San Diego, Inc.); Phoenix Houses of the Mid-Atlantic, Inc. and Affiliate (which consists of Phoenix Houses of the Mid-Atlantic, Inc. and Phoenix Houses of Mid-Atlantic Property Management, Inc.); Phoenix Programs of Florida, Inc.; Phoenix Houses of Texas, Inc.; American Council for Drug Education, Inc.; Center on Addiction and the Family, Inc.; and Phoenix Houses of New Jersey, Inc.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). Accordingly, the net assets of PH New England and changes therein are classified and reported based upon the existence or absence of donor-imposed restrictions as follows:

- Unrestricted net assets represent expendable resources that are used to carry out PH New England's operations and are not subject to donor-imposed stipulations.
- Temporarily restricted net assets represent resources that contain donor-imposed restrictions that permit PH New England to use or expend such resources only as or when specified. Restrictions are satisfied either by the passage of time or by actions of PH New England.
- Permanently restricted net assets contain donor-imposed restrictions that stipulate that such resources be maintained permanently. PH New England had no permanently restricted net assets at June 30, 2015 and 2014.

Cash and Cash Equivalents

PH New England considers all highly liquid financial instruments, which principally consist of money market funds, with original maturities of three months or less from the date of purchase to be cash equivalents.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The allowance for doubtful accounts on accounts receivable and the fair value of donated goods represent significant accounting estimates reflected in the accompanying financial statements. Actual results could differ from those estimates.

Donated Goods

Donated goods are recorded as revenues and assets (at fair value when received) and expenses (when used) on the statement of operations and changes in net assets. Food stamps are recorded at face amount, which is the same as fair value, as revenues and assets and are charged to resident sustenance when expended.

Property and Equipment

Property and equipment are stated at cost, if purchased, or if donated, at fair value at the date of gift, less accumulated depreciation and amortization. PH New England capitalizes assets acquired for greater than $1,000 and with useful lives greater than three years. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets as follows:

Buildings and improvements	4 - 40 years
Furniture, fixtures and equipment	3 - 7 years
Computer equipment and vehicles	3 - 5 years

Furniture, fixtures and equipment acquired under capital lease arrangements are amortized on the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Statement of Operations and Changes in Net Assets

PH New England's operating income includes all unrestricted revenues and expenses. Other items include depreciation on non-operational assets and losses on disposals of capital assets. The statement of operations and changes in net assets also includes the caption "excess of (deficiency in) revenues over expenses," which is the performance indicator. Other changes in net assets, which are excluded from the performance indicator, consistent with industry practice, include restricted contributions (including assets acquired using contributions which by donor restriction are to be used for the purposes of acquiring such assets).

Revenue and Support

Contributions (including unconditional promises to give) are recorded at fair value when received. Revenues and expenses relative to special events are recognized upon occurrence of the respective event. Contributions received with donor stipulations that limit the use of the donated assets are reported as either temporarily or permanently restricted support. Unconditional promises to give, with payments due in future years, are reported as either temporarily restricted or permanently restricted support and discounted to present value. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is fulfilled, temporarily restricted net assets are reclassified to unrestricted net assets and reported on the

statement of operations and changes in net assets as net assets released from restrictions. Contributions restricted by donors for the acquisition of property and equipment are released from their restrictions when the respective assets are acquired or constructed and placed into service. Such contributions and related releases are reported below the performance indicator, "excess of (deficiency in) revenues over expenses."

Special Events Revenue

Special events revenue consists of proceeds from fundraising events, reported net of direct donor benefits, if any. Revenue and related expenses are recognized upon occurrence of the respective event to which they pertain. For the years ended June 30, 2015 and 2014, direct benefits to donors totaled approximately $13,600 and $0, respectively.

Government Contract Revenue

PH New England's contracts and other program funding arrangements with government agencies are classified as part of operating activities within the unrestricted net asset category and revenue is recognized when earned. PH New England operates under various contracts with government agencies which generally cover a one-year period, subject to annual renewal. The terms of these contracts allow the grantors the right to audit the costs incurred thereunder and adjust contract funding based upon, among other things, the amount of program income received. Any costs disallowed by the grantor would be absorbed by PH New England and any adjustments by grantors would be recorded when amounts are known; however, it is the opinion of management that disallowances, if any, would not be material to the accompanying financial statements.

Client and Third Party Revenue

Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed based on pre-determined rates. Medicaid and managed Medicaid approximated 56% and 33% of total client and third-party revenue for the years ended June 30, 2015 and 2014, respectively. Contracts have been entered into with commercial insurance carriers and reimbursement is based on contracted rates.

Laws and regulations governing healthcare programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near-term. Noncompliance with such laws and regulations could result in fines, penalties, and exclusion from such programs. The federal government and many states have aggressively increased enforcement under Medicaid antifraud and abuse legislation. PH New England believes that it is in compliance, in all material respects, with all applicable laws and regulations and, is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquires have been made, compliance with such laws and regulations can be subject to future government review and interpretation.

Noncompliance with such laws and regulations could result in repayments of amounts improperly reimbursed, substantial monetary fines, civil and criminal penalties and exclusion from the Medicaid program.

Concentration of Credit Risk

Financial instruments that potentially subject PH New England to concentrations of credit risk consist principally of cash and cash equivalents. PH New England maintains its cash and cash equivalents in various bank deposit accounts that, at times, may exceed federally insured limits. PH New England's cash and cash equivalents have been placed with high credit quality financial institutions at June 30, 2015 and 2014, and PH New England believes the risk of nonperformance by these financial institutions to be remote.

PH New England provides drug and alcohol rehabilitation services through its inpatient and outpatient care facilities. PH New England grants credit without collateral to clients, however, it routinely obtains assignment of (or is otherwise entitled to receive) clients' benefits payable under their respective health insurance programs, plans, or policies (e.g., Medicaid and commercial insurance providers).

Amounts due from government agencies and other receivables by financial class as a percentage of total accounts receivable at June 30, 2015 and 2014, are as follows:

	2015	2014
Medicaid/Managed Medicaid	63 %	18 %
Commercial insurance	27	29
Other third-party payors	10	50
Self-pay	-	3
	100 %	100 %

Income Taxes

Guidance in the area of "*Accounting for Uncertainty in Income Taxes,*" under the Financial Accounting Standards Board ("FASB") Accounting Standard Codification, clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This standard provides that the tax effects from an uncertain tax position can be recognized in the financial statements only if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The standard also provides guidance on measurement, classification, interest and penalties, and disclosure. The adoption of this standard by PH New England did not have an impact on its financial statements. The tax years ended June 30, 2012, 2013, 2014 and 2015 are still open to audit for both federal and state purposes. PH New England has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it has nexus; and, to identify and evaluate other matters that may be considered tax positions. PH New England has determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements.

Subsequent Events

PH New England evaluated its subsequent events through November 16, 2015, the date these financial statements were available to be issued.

3. RELATED PARTY TRANSACTIONS

PH New England is charged for administrative services provided by its Parent based upon a cost allocation plan. The administrative expenses charged by the Parent approximate the federally approved indirect cost rate for the Parent and its affiliates on a consolidated basis, adjusted to reflect PH New England's own administrative expenses. For each of the years ended June 30, 2015 and 2014, such allocated charges totaled $519,000, and are included as part of administrative charges from Parent expense on the accompanying statements of operations and changes in net assets.

The Parent has adopted a cash management strategy with the principal goal of pooling its cash balances with those of its affiliates to maximize returns and reduce short-term borrowings. As a result of this strategy, certain affiliates participating in the cash management program will have corresponding amounts due to/(from) the Parent as of the reporting date. Amounts reflected as due to Parent on the accompanying statements of financial position of approximately $4,620,000 and $2,318,000 as of June 30, 2015 and 2014, respectively, relate to costs incurred by PH New England, but paid for by the Parent.

4. CONTRIBUTIONS RECEIVABLE, NET

At June 30, 2015 and 2014, PH New England's contributions receivable, net, consists approximately of the following:

	2015	2014
Amounts expected to be collected:		
In less than one year	$ 43,900	$ 81,900
In one to three years	15,000	25,000
	58,900	106,900
Less: Discount to present value (at a rate of 4.01%)	(1,400)	(1,400)
	$ 57,500	$ 105,500

Multi-year pledges received are recorded at the present value of their expected future cash flows using a credit adjusted discount rate which articulates with the collection period of the respective pledge. Discount rates assigned to multi-year pledges in the year of origination are not subsequently adjusted.

5. NOTES RECEIVABLE

During May 2012, PH New England entered into a lease, with no stated rental payments due, and a promissory agreement with Central Vermont Community Land Trust ("CVCLT"), a non-profit corporation existing under the laws of the State of Vermont. In conjunction with a new program, PH New England agreed to lease a facility from CVCLT for twenty years. As part of the lease agreement, PH New England entered into a non-interest bearing note of $100,000 payable by CVCLT and secured by a mortgage of and security interest in the property in Barre, Vermont. The principal of this note does not bear interest nor will any principal be due at any time during which the lease between PH New England and CVCLT is in effect and for a period beginning on the date of termination of the lease and ending on the last day of the twelfth calendar month after such date. The principal due shall be reduced by $5,000 each year for the initial twenty year term of the lease, beginning with the commencement of the new program, beginning July 1,

2013. In the event the lease is in effect throughout the entire initial 20 year term, the note shall be deemed paid in full upon the conclusion of such term. In the event the lease terminates prior to the conclusion of the initial lease term, then the remaining principal shall be due and payable on the last day of the twelfth full calendar month following termination of the lease. Interest shall begin to accrue on such remaining principal balance beginning on the first day of the first month following the due date at a rate equal to the U.S. Department of the Treasury One Year Treasury Bill Rate in effect on the due date. At June 30, 2015 and 2014, the balance of this note receivable was $90,000 and $95,000, respectively.

During July 2010, PH New England entered into a lease and promissory agreement with Burlington Housing Authority ("BHA"), a housing authority existing under the laws of the State of Vermont and the City of Burlington. In conjunction with a new program, PH New England agreed to lease a facility from BHA for twenty-five years. As part of the lease agreement, PH New England entered into a non-interest bearing note of $75,000 due and payable by BHA on the last day of the twelfth full calendar month immediately following the termination of the lease. Interest accrues on the principal balance of this note, beginning on the first day of the first month following the Due Date, at a rate equal to the One Year Treasury Bill rate in effect on that date. At June 30, 2015 and 2014, the balance of this note receivable was $75,000. Total rent expense associated with the lease for this space totaled approximately $52,000 for each of the years ended June 30, 2015 and 2014.

6. PROPERTY AND EQUIPMENT, NET

At June 30, 2015 and 2014, property and equipment, net, consists approximately of the following:

	2015	2014
Land	$ 77,000	$ 77,000
Buildings and improvements	10,950,000	9,485,000
Furniture, fixtures and equipment	1,482,000	1,163,000
Computer equipment	847,000	801,000
Vehicles	45,000	45,000
Construction-in-progress	20,000	10,000
	13,421,000	11,581,000
Less: Accumulated depreciation and amortization	(7,421,000)	(6,854,000)
	$ 6,000,000	$ 4,727,000

Included in property and equipment are assets acquired under a capital lease arrangement. At June 30, 2015 and 2014, furniture acquired under capital lease arrangements had a cost, each year, of approximately $170,000, and accumulated amortization of approximately $170,000 and $160,000, respectively. Principal payments related to these capital leases totaled approximately $13,000 and $11,000, respectively, for the years ended June 30, 2015 and 2014. The capital lease bears interest at a rate of 8.2% with monthly payments through August 2015. The amount outstanding under this capital lease as of June 30, 2014 totaled approximately $14,000, and was satisfied during fiscal 2015.

7. LONG-TERM DEBT

At June 30, 2015 and 2014, long-term debt consists of the following:

- On May 1, 2007, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of $146,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate reset in the fifth year of the loan at a rate equal to the then 5-Year Treasury Constant Maturity rate plus an additional one hundred and seventy-five basis points (175) which resulted in a rate of 2.59% effective June 2012 through the term of the loan agreement in April 2017. The proceeds of the loan were used to purchase and renovate a building in Springfield, MA. Amounts due under the mortgage are secured by the property purchased. At June 30, 2015 and 2014, the balance of this mortgage payable was approximately $82,000 and $93,000, respectively.

- On July 18, 2008, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of $200,000 due in 120 monthly installments with a final balloon payment, including interest amortized over fifteen years at a rate of 6.465%, through July 2018. On November 25, 2014, a modification was made to the loan agreement changing the interest rate to 3.99% effective November 19, 2014 and remaining fixed though the maturity date. All other terms and conditions of the Note remain the same. The proceeds of the loan were used to purchase and renovate a building in Holyoke, MA. Amounts due under the mortgage are secured by property in Springfield, MA. At June 30, 2015 and 2014, the balance of this mortgage payable was approximately $130,000 and $143,000, respectively.

- On October 1, 2014, PH New England entered into a loan agreement with Old Colony Realty, LLC in the amount of $400,000 due in 48 monthly installments. The interest rate is fixed at 9.242%. The proceeds of the loan were used to renovate a building in Quincy, MA. At June 30, 2015, the balance of this mortgage payable was approximately $343,000.

- On November 25, 2014, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of $468,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate for years 1-5 is fixed at 3.99%. The interest rate resets in the sixth year of the loan at the Bank's Five Year Cost of Funds plus an additional two hundred and ten basis points (210) which will result in a rate to be determined that will be effective November 2019 through the term of the loan agreement in April 2024. The proceeds of the loan were used to renovate a building in Quincy, MA. Amounts due under the mortgage are secured by property in Providence, RI. At June 30, 2015, the balance of this mortgage payable was approximately $459,000.

Approximate annual principal payments due on all debt obligations are as follows for the years ended June 30:

2016	$ 133,000
2017	203,000
2018	144,000
2019	143,000
2020	19,000
Thereafter	371,000
	$ 1,013,000

8. REVOLVING LOAN FUND

PH New England has an agreement, the Rhode Island Revolving Loan Fund Project- R House, with the State of Rhode Island's Department of Mental Health - Retardation and Hospitals. The nature of this federally mandated revolving loan fund program is to provide financial assistance loans to residents of group homes for recovering substance abusers. The State of Rhode Island has provided PH New England with $100,000 to fund these interest-free loans. The revolving loan fund account increases with interest earned on funds on deposit and decreases as a result of uncollectible loans. The loan fund assets are recorded within cash and cash equivalents and other receivables on the accompanying statements of financial position. The loan is due to the State of Rhode Island upon dissolution of the program. Outstanding loans receivable as of June 30, 2015 and 2014 totaled approximately $6,400 and $6,500, respectively.

9. CLIENT AND THIRD-PARTY REVENUE

For the years ended June 30, 2015 and 2014, client and third-party revenue consists approximately of the following:

	2015	2014
Healthcare services	$ 6,260,000	$ 2,811,000
Food stamps	96,000	174,000
Private insurance and client payments	3,666,000	3,789,000
Client fees	694,000	1,055,000
School lunch program	45,000	75,000
Education, tutoring, and other	140,000	201,000
	$ 10,901,000	$ 8,105,000

10. TEMPORARILY RESTRICTED NET ASSETS

At June 30, 2015 and 2014, temporarily restricted net assets are available for the following purposes:

	2015	2014
Capital initiatives	$ 16,000	$ 13,000
Program initiatives	107,000	96,000
	$ 123,000	$ 109,000

For the years ended June 30, 2015 and 2014, net assets totaling approximately $93,000 and $191,000, respectively, were released in satisfaction of donor-imposed restrictions for program and capital initiatives.

11. TAX-DEFERRED ANNUITY PLAN

PH New England has a tax-deferred annuity plan, which is sponsored by the Parent, for all eligible employees under Section 403(b) of the Code. PH New England makes contributions equal to 3% to 10% of each active participant's compensation, based on years of service, as defined in the plan agreement. Total contributions to this plan by PH New England for fiscal 2015 and 2014, totaled approximately $453,000 and $500,000, respectively, and are recorded as part of employee benefits and payroll taxes on the accompanying statements of operations and changes in net assets.

12. FUNCTIONAL EXPENSES

PH New England provides drug and alcohol rehabilitative healthcare services to clients and related support activities as further described in Notes 1 and 2. Expenses related to providing these services, included in the accompanying statements of operations and changes in net assets for the years ended June 30, 2015 and 2014, are approximately as follows:

	2015	2014
Residential treatment services	$ 14,182,000	$ 13,796,000
Ambulatory treatment services	3,276,000	3,270,000
Healthcare services	4,240,000	2,523,000
Adminstration and general	3,090,000	3,110,000
Fundraising	139,000	125,000
Total expenses	$ 24,927,000	$ 22,824,000

13. COMMITMENTS AND CONTINGENCIES

Lease Commitments

PH New England leases facilities, vehicles and other equipment under various non-cancelable operating leases expiring at various dates through fiscal 2025. Total expense under these leases was approximately $1,149,000 and $927,000 for the years ended June 30, 2015 and 2014, respectively.

Future minimum rental payments due are approximately as follows for the years ended June 30:

2016	$ 1,120,000
2017	905,000
2018	783,000
2019	866,000
2020	747,000
Thereafter	2,142,000
	$ 6,563,000

In addition, PH New England rents certain facilities under operating leases on a month-to-month basis. Rent expense relating to these month-to-month leases totaled approximately $390,000 and $312,000 for the years ended June 30, 2015 and 2014, respectively.

Litigation

PH New England is contingently liable under various claims which have arisen in the ordinary course of its business. In the opinion of management, the claims will be defended as appropriate and, in certain cases, are adequately covered by insurance. PH New England believes that the resolution of these matters will not have a material effect on its financial position, changes in net assets or cash flows.

Other

PH New England's title to the facility located in Exeter, RI, is subject to a right of reversion held by the State of Rhode Island if PH New England, or its designee, fails at any time within 25 years from the date of execution of the deed to comply with all the terms and conditions set forth in the deed and related attachments. The deed was executed on November 20, 1990. The terms of the deed include, among other pertinent provisions, that the property be used to provide long-term residential drug dependency treatment, provide for the increase of current drug dependency treatment slots, conduct research into efficient treatment methods and length of stay, and provide individual and group counseling and training. PH New England believes that it has and will continue to operate this facility consistent with these stated purposes and has included this facility within property and equipment on the accompanying statements of financial position.

SUPPLEMENTARY INFORMATION

PHOENIX HOUSES OF NEW ENGLAND, INC.
Supplemental Information - Schedule of Functional Expenses
For the year ended June 30, 2015

	Program Services				Supporting Services			
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total	Total
Salaries	$ 6,643,037	$ 2,015,387	$ 2,026,292	$ 10,684,716	$ 1,341,707	$ 65,800	$ 1,407,507	$ 12,092,223
Employee benefits and payroll taxes	1,705,436	529,969	507,256	2,742,661	319,463	16,442	335,905	3,078,566
Consulting and contractual services	956,109	150,902	435,816	1,542,827	402,644	5	402,649	1,945,476
Resident sustenance	947,424	-	300,374	1,247,798	-	-	-	1,247,798
Occupancy costs	1,593,873	283,878	292,865	2,170,616	194,020	10,887	204,907	2,375,523
Vehicle costs	166,237	13,474	11,090	190,801	66,887	-	66,887	257,688
Communications	396,657	85,090	69,958	551,705	55,488	5,545	61,033	612,738
Office and program supplies	418,702	48,218	249,612	716,532	58,557	27,538	86,095	802,627
Insurance	181,571	30,219	44,535	256,325	7,227	634	7,861	264,186
Travel	131,279	55,242	48,934	235,455	36,865	2,543	39,408	274,863
Interest	28,226	-	16,993	45,219	3,630	-	3,630	48,849
Miscellaneous	126,180	24,601	38,446	189,227	59,392	8,083	67,475	256,702
Repairs and maintenance	444,321	24,518	118,334	587,173	20,172	935	21,107	608,280
Depreciation and amortization	442,605	14,388	79,922	536,915	4,849	369	5,218	542,133
Administrative charges from Parent	-	-	-	-	519,200	-	519,200	519,200
Total expenses reported by function	$ 14,181,657	$ 3,275,886	$ 4,240,427	$ 21,697,970	$ 3,090,101	$ 138,781	$ 3,228,882	$ 24,926,852

This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Supplemental Information - Schedule of Functional Expenses
For the year ended June 30, 2014

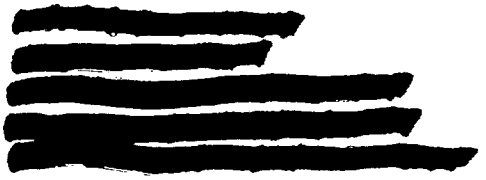
	Program Services				Supporting Services			
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total	Total
Salaries	$ 6,682,582	$ 2,008,935	$ 1,295,805	$ 9,987,322	$ 1,388,751	$ 69,769	$ 1,458,520	$ 11,445,842
Employee benefits and payroll taxes	1,966,771	594,111	379,656	2,940,538	439,098	19,833	458,931	3,399,469
Consulting and contractual services	643,061	91,395	89,304	823,760	284,765	-	284,765	1,108,525
Resident sustenance	814,652	-	151,475	966,127	-	-	-	966,127
Occupancy costs	1,430,202	263,787	110,521	1,804,510	188,418	10,027	198,445	2,002,955
Vehicle costs	185,225	12,963	4,365	202,553	72,657	-	72,657	275,210
Communications	429,819	79,291	44,306	553,416	51,860	4,448	56,308	609,724
Office and program supplies	372,738	60,586	157,960	591,284	63,446	9,705	73,151	664,435
Insurance	177,315	31,332	33,810	242,457	9,649	782	10,431	252,888
Travel	106,897	63,490	57,823	228,210	42,463	4,229	46,692	274,902
Interest	13,808	-	-	13,808	-	-	-	13,808
Miscellaneous	158,427	13,906	7,326	179,659	33,176	5,647	38,823	218,482
Repairs and maintenance	452,492	25,873	94,245	572,610	11,706	494	12,200	584,810
Depreciation and amortization	361,232	24,725	96,632	482,589	4,499	369	4,868	487,457
Administrative charges from Parent	-	-	-	-	519,200	-	519,200	519,200
Total expenses reported by function	$ 13,795,221	$ 3,270,394	$ 2,523,228	$ 19,588,843	$ 3,109,688	$ 125,303	$ 3,234,991	$ 22,823,834

This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.

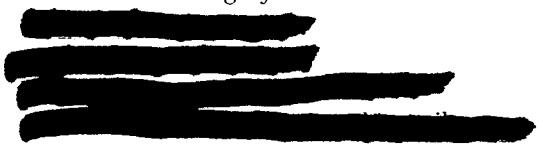
PHOENIX HOUSES OF NEW ENGLAND
Board of Directors
Official List

CHAIRPERSON

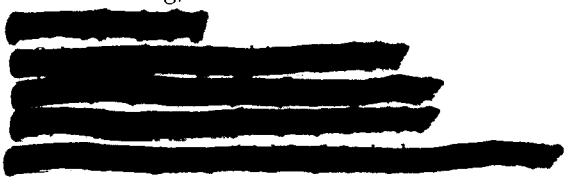
SHERI L. SWEITZER



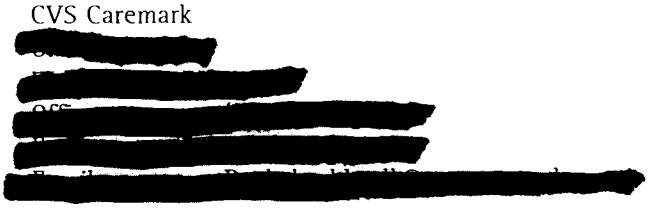
KEITH AUTHELET
Chief Operating Officer
Water Generating Systems



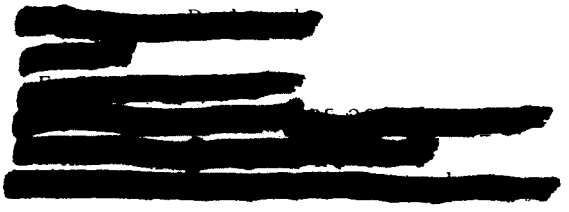
SCOTT BICKFORD
Chief Executive Officer
Air Planning, LLC



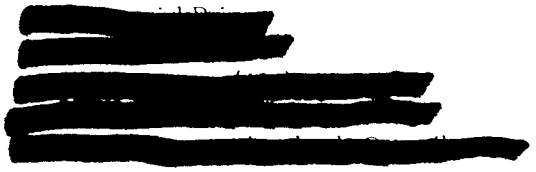
RACHEL KAPLAN CALDWELL
Associate Legal Counsel
Health Care & Regulatory
CVS Caremark



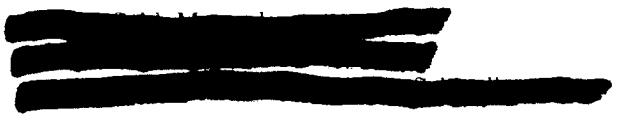
SEAN T. COTTRELL
Vice President
Starkweather & Shepley Insurance Brokerage, Inc.



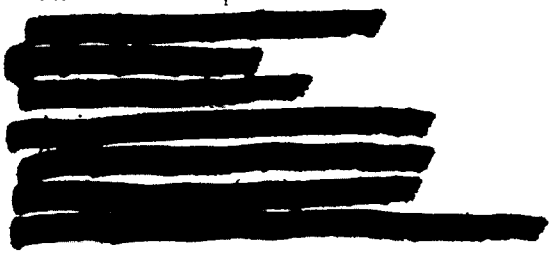
ALAN ELAND
Senior Vice President, COO, North America
GTECH and GPC



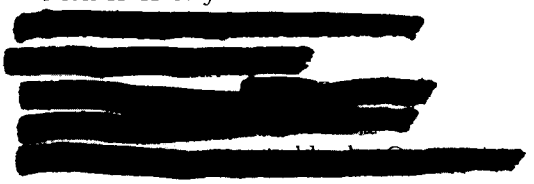
WILLIAM T. FISHER, Jr., Ed.D., MSW
Director of Field Education
Professor of Social Work



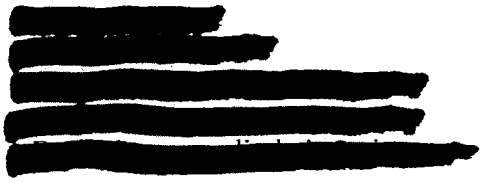
THE HONORABLE MAUREEN McKENNA GOLDBERG
Associate Justice
Rhode Island Supreme Court



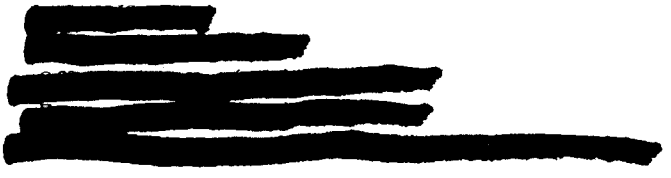
PETER H. HURLEY
Peter H. Hurley Real Estate



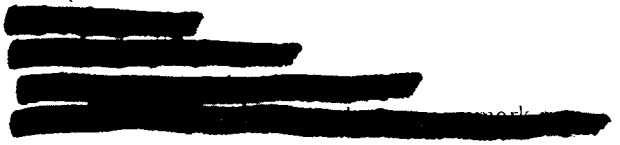
DANIEL J. JAEHNIG
News Anchor
NBC 10



RANDY R. MARTINEZ
Director, Diversity Strategy and Management
CVS Caremark



LUIS MERCADO
Vice President, Corporate Inventory Management
Corporate Officer of CVSHealth



PETER H. OTTMAR
TWOBOLT, Principal Owner
WGS, Chief Executive Officer

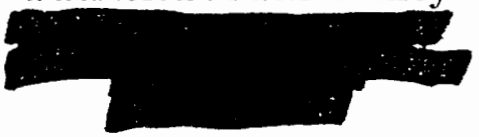
[redacted]

DONALD P. WOLFE
Executive Director
McAuley Corporation

[redacted]

10 28 2015

Patrick B. McEneaney



Work Experience

2008 – Present: Phoenix Houses of Florida
1999 - Present: Phoenix Houses of New England
Senior Vice President, Regional Director

Responsible for the fiscal, clinical and administrative operation of two organizations that encompasses fifty programs in forty-seven sites located in seven states.

- Develops short and long range goals and objectives for the organizations.
- Establishes policy that reflects the agency's mission and Board directives.
- Oversees the fiscal integrity of the agencies.
- Supervises senior staff.
- Interacts with state and community officials to affect the delivery of quality behavioral healthcare services.
- Has grown the New England region from $7.1 million in revenue in 1999 to approximately $19 million in Fiscal Year 2009 with surpluses during each of the past five fiscal years.
- Has stabilized the Florida regional budget and is securing additional revenue streams.

1998-1999 Consultant Glastonbury, CT
Private Consultant

Provided services related to human resources to the health care industry.

1986-1998 Catholic Medical Center Jamaica, NY
Vice President, Human Resources

Responsible for human resources administration in a 1300 bed, multi facility health care delivery system with over 6700 employees.

- Supervised forty-five corporate and facility based staff
- Assisted in the development and administration of a $350 million dollar compensation budget.
- Acted as chief labor negotiator and maintained productive relationships with eight unions.
- Developed deferred compensation programs and acted as Management Trustee for pension funds in excess of $4 billion in assets.

- Played a leadership role in ensuring compliance with regulatory mandates.

1979-1986 St. John's Queen's Hospital Division Elmhurst, NY
Director of Personnel

Catholic Medical Center Jamaica, NY
Associate Director, Personnel and Labor Relations

Positions held concurrently. Responsible for human resources and labor relations.

- Revised HR policies and introduced new orientation and staff development programs.
- Developed an innovative information system.
- Developed and administered annual operating budget.
- Established and maintained excellent working relationships with union representation and improved procedures for conflict resolution.

1976-1979 Catholic Medical Center Jamaica, NY
Various Human Resource positions

Positions held included Affirmative Action Coordinator, Director of Labor Relations and Assistant Personnel Director.

1993-1999 St. John's University Jamaica, NY

Education

1990 Baruch College, City University of New York
Executive MBA

1984 Cornell University, Ithaca, NY
Labor Relations Certificate Program

1975 Queens College, City University of New York

RESUME

Richard C. Turner
[redacted]

EDUCATION

M.P.A. University of Vermont, Burlington, VT - 1991

B.A. Baldwin Wallace College, Berea, Ohio - 1971
Major: Sociology; Minor: Philosophy

Many hours and a variety of specialized management and supervisory training programs

EMPLOYMENT

3-1-06 to present Vice President and Senior Program Director, Vermont and New Hampshire
Phoenix Houses New England, Inc.
99 Wayland Ave.
Providence, RI 02906

Executive leadership, management, program development, and customer relation activities for the Phoenix house programs in the state of Vermont. Vermont and New Hampshire operate Transitional Living Houses, residential programs outpatient services, an adolescent program, a first time DWI educational program, an evidence based curriculum program for the VT Department of Corrections and an in prison women's substance abuse services program..

1-2005 to present President, Richard Turner Consulting, LLC
[redacted]

Principle owner of a consulting company that has helped agencies organize and manage their operations. Work projects since the agency began have been:

- Facilitating a physical plant strategic plan with Maple Leaf Farm, a residential substance abuse treatment facility.
- Coordinating a substance abuse coalition in Burlington, VT,
- Serving as an Interim Director of Central Vermont Substance Abuse Services, a non profit outpatient substance abuse clinic, in Barre, VT.

- Managing a project on developing a universal screening process for adolescent co-occurring disorders for Washington County, VT

10-2003 – 10-2004 Executive Director of Maple Leaf Farm, Associates
PO Box 120
10 Maple Leaf Rd.
Underhill, VT 05489

Executive leadership and management activities for a 33 bed, non-profit substance abuse treatment facility. Medical detoxification and a clinical treatment are the primary activities for the facility. Regular interaction with the Board of Directors and community stakeholders was important and negotiating with revenue providers and fundraising was conducted regularly.

1992 – 2013 Adjunct Instructor
Community College of Vermont
Trinity College
University of Vermont
Champlain College
Burlington, Vermont

Part time faculty teaching "Introduction to Corrections"; "Correctional Management"; "Juvenile Justice"; "Addictions and Substance Abuse"; and "First Year Seminar" at the above Colleges. Most recent teaching has been at Champlain College.

1992 – 10-2003 Director of Correctional Services,
Vermont Department of Corrections,
103 South Main Street, Waterbury, VT
Supervisor: Steven Gold, Commissioner

Executive responsibility for all correctional services for the Vermont Department of Corrections. Correctional Services include all offender education, program services, work programs, security and supervision conducted in nine correctional facilities and eighteen district offices. Offenders include pre-trial detainees, probationers, incarcerated to short-term and long-term status, pre-release, work release, furloughees, intermediate sanctions and parolees. Duties are conducted through direct supervision of Department executives and operating managers. Fiscal year 2003 operating budget - $95 million, 12,000 probationers and parolees, 2,000 incarcerated, 1500 on intermediate sanction and 1000 employees. Primary leader in the organizational structure, primary leader in the service delivery structure. Retired in October of 2003.

1972 - 1992 Director of Security and Operations, Superintendent, Assistant Superintendent, Casework Supervisor, Caseworker, Residential Treatment Counselor and Correctional Officer
Vermont Department of Corrections
103 South Main Street, Waterbury, VT
Supervisor: Thomas E. Perras, Deputy Commissioner

Responsibilities included executive management and policy level direction setting for the Department's correctional institutions and probation and parole Offices. Direct supervision of four Area Managers and the Division of Correctional Services central office staff. Primary program and design developer for two 350 bed medium security institutions, a 100 bed Work Camp, and a variety of other construction projects. Other responsibilities during the career included executive supervision of a couple of correctional facilities, major correctional program development activities and a variety of direct service activities in the beginning of the career; one of which was a Residential Treatment Counselor in a minimum security correctional facility that provide substance abuse counseling for alcohol and drug related offenders.

RESEARCH AND PROFESSIONAL PROJECTS

1974 Faculty member of the New England School of Alcohol Studies.

1981 Member of a major task force researching the treatment of the sex offender. Funded by the National Institute of Corrections.

1988 Co-author of A Practitioner's Guide to Treating the Incarcerated Male Sex Offender, U.S. Department of Justice, National Institute of Corrections.

1996 Presentation: Roundtable - Restorative Justice in Action: Vermont's Innovative Reparative Probation Program, the American Society of Criminology, 48th annual meeting, Chicago, IL.

1999 Co-Author, "Race Matters within the Vermont Prison System", Race, Class, Gender and Justice in the United States, Allyn and Bacon, Boston, MA

Peter A. Dal Pra LADC, LCS, ICADC, ICCS

[redacted]

EDUCATION

New Hampshire Technical Institute
Concord, New Hampshire
Associate in Science Degree in Human Services with a Major in Alcohol and Drug Abuse Counseling.
Received May 20, 1994 with Honors.

PROFESSIONAL EXPERIENCE

March 2, 2009 To Present	Phoenix Houses of New England Franklin, Northfield, Dublin NH Program Director
July 2000 to Present	DalPra Counseling Services Subcontracting with: Reentry Resources Counseling-Manchester, NH
Jan. 2002 to Nov. 2008	Serenity Place, Manchester NH Interim Executive Director Clinical Director/Supervisor
Apr. 2001 to Jan. 2002	Community Alliance for Teen Safety-Teen Resource Exchange, Derry NH Alcohol & Drug Counselor
Oct. 1997 to May 2001	NH Division of Alcohol and Drug Abuse Prevention & Recovery Chemical Dependency/ HIV AIDS/Prevention Case Manager
Sept. 1997 to June 2000	Southeastern NH Services, Dover NH NH State Certified IDIP Instructor
Sept. 1994 to Oct. 1997	Nashua Public Health Department, Nashua, New Hampshire HIV/AIDS Street Outreach Worker.
July 1994 to Feb. 1995	Seaborne Hospital, Dover, New Hampshire Adult/Adolescent Units Counselor I
Feb. 1993 to Nov. 2008	Serenity Place-REAP, Manchester, New Hampshire NH State Certified IDIP Instructor

PROFESSIONAL SOCIETIES

May 1998	NAADAC National Association of Addiction Professionals
May 1998	NHADACA NH Association of Alcoholism and Drug Abuse Counselors

PERSONAL

Adjunct Faculty NH Technical Institute, Concord NH
Licensed Alcohol and Drug Abuse Counselor, March 1998 Lic. # 0439
Licensed Clinical Supervisor, August 2006 Lic # 029
Internationally Certified Alcohol & Drug Counselor ICADC # 19095
Internationally Certified Clinical Supervisor ICCS # 01965
Nationally Certified Trainer:
"Preventing HIV Disease Among Substance Abusers".
"Reaching Adolescents with Risk Free Messages".
Faculty New England Institute of Addiction Studies (NEIAS) 2007, 2008, 2009, 2010, 2012, 2013, 2014, 2015
Past President Board of Directors-Manchester NH East Little League
Past Member Board of Director-Manchester East Little League
Past President– NH Alcohol and Drug Abuse Counselors Association 2004-06
Past President NH Alcohol and Drug Abuse Counselors Association 2013-15
Co-Chair Legislative Policy Committee- NH Alcohol and Drug Abuse Counselors Association
Former Member NH Board of Alcohol & Other Drug Abuse Professional Practice-Peer Review Committee
Former Member Board of Directors- Southern NH AIDS Task Force
Former Member Health & Safety Committee Greater Nashua Red Cross
Senior Staff-NH Teen Institute Summer Program 1999-2013
Co-Director NH Teen Institute Summer Program 2006, 2009, 2010, 2011, 2012, 2013
Certified "Challenge Course Instructor"
Advisory Board Member Southern NH Integrated Health Care Program
Member Demand Treatment Coalition
Member Northern Hillsborough County Coalition
Certified Instructor PRIME for LIFE
2003 Jefferson Award Recipient
Former Board of Director-NH Alcohol and Other Drug Service Providers Association
Former Member Governor's Commission on Alcohol Prevention, Intervention and Treatment-Treatment Task Force
Former Member Mobile Community Health Team Project-Homeless Healthcare Advisory Board
Governor Lynch Appointee to the Commission to Examine Driving While Impaired (DWI) Education and Intervention Programs
2007 and 2011 Legislative Advocate Award Recipient from NHADACA
2009 Lifetime Advocacy Award Recipient from NHADACA
2010-Present Governor Lynch and Governor Hassan Appointee to the NH Board of Alcohol and Other Drug Abuse Professionals
2015 Chair NH Board of Alcohol and Other Drug Abuse Professionals
Certified Crisis Prevention Institute (CPI) Trainer
Certified HCV Basic Educator
Certified Recovery Coach Trainer

REFERENCES

Available upon request

[redacted]

Jennifer Parker

Objective

To continue employment at Phoenix House.

Experience

March 2015 to Present — Phoenix House Transitional Living, Cornerstone — Northfield, NH

Program Director

- Licensed Alcohol and Drug Counselor as of December 8th, 2011
- Lead education groups, process groups, individual sessions
- Trained in Seeking Safety, Motivational Interviewing, Dialectical Behavior Therapy
- Completing paperwork including: intake, ASI, progress notes, discharge summaries
- Working towards Licensed Clinical Supervisor credential, provide supervision to non-licensed staff
- Managing all staff, hiring, termination
- Involved in Franklin Mayor's Drug Task Force, United Way Capital Area Public Health Network

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August 2008 to March 2015 — Phoenix House Franklin Center — Franklin, NH

Assistant Director

- Licensed Alcohol and Drug Counselor as of December 8th, 2011
- Lead education groups, process groups, individual sessions
- Trained in Seeking Safety, Motivational Interviewing
- Completing paperwork including: intake, ASI, progress notes, discharge summaries
- Working towards Licensed Clinical Supervisor credential
- Assistant at Phoenix House Sober Living Center at Cornerstone
- Involved in Franklin Mayor's Drug Task Force, United Way Capital Region Community Prevention Coalition

November of 2003- December of 2010 — Centerplate (Boston Culinary Group and Keiley's) At Gunstock Mountain Resort — Gilford, NH

Line Cook, Cashier, and Wait Staff

- Operate the cash register
- Customer Service
- Short order cooking, prepping food, supervising buffet lines during functions
-

June of 2007- August of 2008 (Seasonal) — The Lodge at Belmont — Belmont, NH

[redacted]

Jennifer Parker

Assistant Racing Secretary

- Help operate the racing department
- Help manage approximately twenty staff, responsible for hiring and terminating employees
- Completing hire paperwork, paperwork for social security

Education

September of 2005 to May of 2008 — New Hampshire Technical Institute — Concord, NH

Associates in Science- Addiction Studies

- Graduated honors with 3.38 GPA
- Vice President of The Human Services Club
- Member of the Student Leadership Team
- Awarded the Glenn Brewster Award for achievement in my degree major

September of 2010- May 2013 — Plymouth State University — Plymouth, NH

Bachelor's in Psychology- Concentration in Mental Health Candidate

- Completed six semesters (three with honors)

September2014- present — Southern New Hampshire University — Manchester, NH

Bachelor's in Psychology- Concentration in Addiction Studies Candidate

- Completed seven terms
- 3.85 current GPA
- Candidate for National Society of Leadership and Success

Other Community Involvement

September 2011- Present — Belmont Bogie Busters — Belmont, NH

Director from March 2012- Present

- Responsible for overseeing voting
- Organize and run fundraisers throughout the community to benefit Camp Sno Mo (Easter Seals of NH)
- Participate in Old Home Day festivities
- Help maintain snowmobile trails in Belmont

References

References are available on request.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Patrick McEneaney	Sr. VP, Executive Director		0%	0
Richard Turner	Sr. VP Vermont and NH		0%	0
Peter DalPra	Program Director Dublin	$62,000	20%	$12,400
Jennifer Parker	Program Director Cornerstone	$45,000	100%	$45,000

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-13)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name South Eastern New Hampshire Alcohol and Drug Abuse Services		1.4 Contractor Address 272 County Farm Road Dover, NH 03820	
1.5 Contractor Phone Number 603-516-8164	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $1,455.800.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Heidi Moran Clinical Administrator	

1.13 Acknowledgement: State of NH, County of Strafford

On February 24, 2016, 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.

ANGELA M. GERVAIS
Notary Public - New Hampshire
My Commission Expires December 23, 2019

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
Angela M. Gervais Notary Public, NH
Office Manager

1.14 State Agency Signature Kathleen A Dunn Date: 2/26/16	1.15 Name and Title of State Agency Signatory Kathleen A Dunn Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Yost Attorney On: 3/7/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2/24/16

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 2/24/16

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 2/24/16

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials
Date 2/24/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the general client population that includes, but not limited to:

3.2.1. Adolescents;

3.2.2. Adults

3.2.3. Pregnant women;

3.2.4. Women with dependent children;

3.2.5. Injection drug users;

3.2.6. Individuals with co-occurring substance use and mental health disorders;

3.2.7. Veterans; and/or

3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.

4.1.3. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.3.1. The Contractor may charge the client fees for room and board, in

addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $77 per week.

4.1.3.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.3.3. The Contractor shall maintain records to account for the client's contribution to room and board.

4.1.4. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment.

4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.1.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.1.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.1.1.3. A MLADC or LADC

6.1.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when

the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher

than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services

in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the

current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to

reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.

17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration upon receiving a residential facilities license as in Section 17.4.

17.3. The Contractor shall provide to the Department a copy of the required facility license upon receiving a residential facilities license as in Section 17.4 and then within 30 days after each newly issued license.

17.4. The Contractor shall work with the Department and provide to the Department for approval within 10 days of the effective date of the contract, a plan that includes the time line and necessary actions to achieve residential facility licensure.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an

approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of $75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome	The Contractor will receive an incentive payment of

Performance Criteria	Incentive Payment
Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
   a. Total number of clients screened for services
   b. Number of client screened appropriate for services
   c. Number of clients engaging in services who's payer was:
      i. This contract
      ii. New Hampshire Health Protection Plan

iii. New Hampshire Medicaid

iv. Medicare

v. Private Insurance

vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the

parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in

a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into

treatment or

2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1. To pregnant and injecting drug users first.

24.3.10.2. To other pregnant substance users second.

24.3.10.3. To other injecting drug users third.

24.3.10.4. To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for

providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB

services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 7, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 7 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:

4.4.1. In Exhibit A, 4.1.5.Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1.

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 as follows:

5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.4.1. Submit separate batches for each billing month.

5.5. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Crisis Services to Existing Clients and their Significant Others:

6.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

7. Sliding Fee Scale

7.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 as follows:

7.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

7.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
7.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
7.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
7.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
7.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
7.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
7.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

8. Non Reimbursement for Services
8.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

8.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
8.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
8.1.3. Services covered by Medicare for clients who are eligible for Medicare.
8.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 8.1.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. Funding may not be used to replace funding for a program already funded from another source.

11. The Contractor will keep records of their activities related to Department programs and services.

12. 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.

13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

        14.2.1. Make cash payments to intended recipients of substance abuse services.
        14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
        14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
        14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

    14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

        14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act

enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Intensive Outpatient	$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week ($380), per client
Low-Intensity Residential Adult	$110.00	Per day	7 days per week ($770), per client
High-Intensity Residential Adult	$140.00	Per day	7 days per week ($980), per client
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 per week, per client

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

Contractor Initials
Date 2/24/16

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials _____

Date 2/24/16

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

2-24-16
Date

Name: Heidi Moran
Title: Clinical Administrator

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

2-24-16
Date

Name: Heidi Morgan
Title: Clinical Administrator

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

Contractor Initials
Date 2/24/16

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

2-24-16
Date

Name: Heidi Moran
Title: Clinical Administrator

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.

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:

2-24-16
Date

Name: Heidi Morgan
Title: Clinical Administrator

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

2-24-16
Date

Name: Heidi Moran
Title: Clinical Administrator

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health & Human Services	Southeastern NH Alcohol + Drug Abuse Services
The State	Name of the Contractor
Kathleen Dunn	
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A. Dunn	Heidi Moran
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Clinical Administrator
Title of Authorized Representative	Title of Authorized Representative
2/26/2016	2-24-16
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

2-24-16
Date

Name: Heidi Moran
Title: Clinical Administrator

FORM A

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

1. The DUNS number for your entity is: 96-391-1560

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

   _____ NO ___X___ YES

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

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

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

   _____NO ___X___ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____Amount: _____

   Name: _____Amount: _____

   Name: _____Amount: _____

   Name: _____Amount: _____

   Name: Amount:

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   - 1.1.1. Ownership;
   - 1.1.2. Physical location;
   - 1.1.3. Name.

   1.2. When there is a new administrator, the following shall apply:
   - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
     - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
     - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
     - 1.2.2.3. Copies of applicable licenses for the new administrator;
   - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
     - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
     - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   - 2.1.1. The facility premises;
   - 2.1.2. All programs and services provided under the contract; and
   - 2.1.3. Any records required by the contract.

   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.

   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
   - 3.1.2. Imposing a directed POC upon a contractor;
   - 3.1.3. Suspension of a contract; or
   - 3.1.4. Revocation of a contract.

Contactor Initials:
Date: 2/24/16

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

Contactor Initials:
Date: 2/24/16

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

Contactor Initials
Date: 2/24/16

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

Contactor Initials:
Date: 2/22/16

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

Contactor Initials:
Date: 3/24/16

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;

12.2.4. Fourth section, Discharge Planning:

12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;

12.2.5. Fifth section, Releases of Information/Miscellaneous:

12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

12.2.5.2. Any correspondence pertinent to the client; and

12.2.5.3. Any other information the contractor deems significant.

12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.

12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.

12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.

12.6. All confidential information shall be maintained within a secure storage system at all times as follows:

12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;

12.6.2. All electronic files shall be password protected; and

12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.

12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:

12.6.4.1. For a minimum of 7 years for an adult; and

12.6.4.2. For a minimum of 7 years after age of majority for children.

12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another contractor; or

12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

Contactor Initials:
Date: 5/24/16

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and

19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

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 SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire nonprofit corporation formed August 21, 1979. 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 9th day of June A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jennifer Cullen, do hereby certify that:

1. I am a duly elected Officer of Southeastern New Hampshire Alcohol and Drug Abuse Services.

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 February 24, 2016:

RESOLVED: That the Clinical Administrator 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 24th February 2016.

4. Heidi Moran is the duly elected Clinical Administrator of the Agency.

Jennifer Cullen

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 24th day of February 2016,

By Jennifer Cullen

Angela M. Gervais, Notary Public

Commission Expires: December 23, 2019

Client#: 1030053 SOUTHNEW13

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/07/2015

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	CONTACT NAME:	
USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 781-376-5035
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ace American Insurance Company	22667
INSURER B : ACE Property & Casualty Insuran	20699
INSURER C : MEMIC Indemnity Co	11030
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southeastern New Hampshire Alcohol & Drug Abuse Services Corp.
113 Crosby Road, Suite 1
Dover, NH 03820

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SVRD37799762	07/01/2015	07/01/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			CALH08615019	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR			G25504860005	07/01/2015	07/01/2016	EACH OCCURRENCE	$1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	[ ] DED [X] RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			3102800341	07/01/2015	07/01/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Professional			OGLG2550494A	07/01/2015	07/01/2016	$2,000,000 Each Claim $4,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

NH Dept. of Health & Human Services
129 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

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SAWCX

SOUTHEASTERN NEW HAMPSHIRE SERVICES
272 COUNTY FARM ROAD
DOVER, NH 03820-6003
TEL: 516-8160
FAX: 749-3983

Mission Statement

It is the mission of our agency to provide the highest possible quality addiction and recovery support services. Our focus is to promote wellness and quality of life, and helping anyone who has been adversely impacted by substance use disorders, and their consequences.

Southeastern New Hampshire Services serves addicted people, pregnant women, their families, and their associates without regard to race, religion, color, age, creed, sex, sexual orientation, handicap, or national origin. Thus we are fully compliant with Appendix D (CLAS).

Financial Statements

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORT

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

TABLE OF CONTENTS

Independent Auditors' Report	1-2
Consolidated Financial Statements:	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities	4
Consolidated Statements of Cash Flows	5
Consolidated Statements of Functional Expenses	6-7
Notes to Consolidated Financial Statements	8-12
Supplementary Information:	
Schedule of Expenditures of Federal Awards	13
Notes to Schedule of Expenditures of Federal Awards	14
Independent Auditors' Reports on Internal Control and Compliance	15-18
Schedule of Findings and Questioned Costs	19

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
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To the Board of Directors
Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate
Dover, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2015 and 2014, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated 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 consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate as of June 30, 2015 and 2014, and the consolidated 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.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2015 on our consideration of Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

October 28, 2015
Dover, New Hampshire

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES
AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2015 AND 2014

ASSETS

	2015	2014
Cash, Organization	$ 690,300	$ 760,059
Cash, Affiliate	101,607	108,825
Accounts receivable	222,112	103,378
Prepaid expenses	14,266	20,875
Costs incurred - future leasehold improvements	22,454	-
Property and equipment, net	91,798	120,196
Total	$ 1,142,537	$ 1,113,333

LIABILITIES AND NET ASSETS

Liabilities		
Accounts payable	$ 16,699	$ 15,250
Accrued payroll and related taxes	70,206	75,695
Accrued expenses	22,979	22,002
Refundable advances	15,000	11,250
Total liabilities	124,884	124,197
Net assets		
Unrestricted:		
Board designated	25,000	37,721
Undesignated	992,653	951,415
Total unrestricted net assets	1,017,653	989,136
Total	$ 1,142,537	$ 1,113,333

See Notes to Consolidated Financial Statements

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES
AND AFFILIATE

CONSOLIDATED STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	2015	2014
CHANGES IN UNRESTRICTED NET ASSETS		
PUBLIC SUPPORT AND REVENUE		
State of New Hampshire:		
Division of Alcohol & Drug Abuse Prevention and Recovery	$ 510,239	$ 525,301
Division of Alcohol & Drug Abuse Prevention and Recovery-Drug court	605,170	445,349
Division of Alcohol & Drug Abuse Prevention and Recovery-Avis Goodwin	68,944	216,437
Division of Alcohol & Drug Abuse Prevention and Recovery-Incentive	28,985	-
Access to recovery	15,530	106,680
Medicaid Expansion	96,882	-
Client fees	185,539	196,893
Strafford County support	45,000	45,000
Other program revenues	31,535	40,025
Grant income	26,250	25,042
Federal and state probate	38,326	22,765
Donations	25,813	17,354
Other revenue	2,338	4,960
Total public support and revenue	1,680,551	1,645,806
EXPENSES		
Program services:		
Outpatient services	221,125	256,908
Comprehensive services	238,917	334,962
Impaired driver intervention program	156,395	175,299
Community education program	30,518	33,200
Drug court program	594,506	531,824
Detoxification program	7,609	8,752
Avis Goodwin program	100,330	131,556
Total program services	1,349,400	1,472,499
Supporting services:		
General management	318,384	320,746
Total supporting services	318,384	320,746
Total expenses	1,667,784	1,793,245
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	12,767	(147,439)
GAIN ON DISPOSAL OF VEHICLES	15,750	-
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	28,517	(147,439)
NET ASSETS, BEGINNING OF YEAR	989,136	1,136,575
NET ASSETS, END OF YEAR	$ 1,017,653	$ 989,136

See Notes to Consolidated Financial Statements

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES
AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 28,517	$ (147,439)
Gain on disposal of vehicles	(15,750)	-
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Depreciation	28,149	33,691
(Increase) decrease in assets:		
Accounts receivable	(118,734)	4,437
Prepaid expenses	8,608	3,321
Increase (decrease) in liabilities:		
Accounts payable	1,449	1,597
Accrued payroll and related taxes	(5,489)	2,973
Accrued expenses	977	4,834
Refundable advances	3,750	(2,391)
NET CASH USED IN OPERATING ACTIVITIES	(70,523)	(98,977)
CASH FLOWS FROM INVESTING ACTIVITIES		
Cash from sale of vehicles	16,000	-
Acquisition of costs incurred - future leasehold improvements	(22,454)	-
Acquisition of property and equipment	-	(5,050)
NET CASH USED IN INVESTING ACTIVITIES	(6,454)	(5,050)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of notes payable	-	(28,763)
NET CASH USED IN FINANCING ACTIVITIES	-	(28,763)
NET DECREASE IN CASH	(76,977)	(132,790)
CASH, BEGINNING OF YEAR	868,884	1,001,674
CASH, END OF YEAR	$ 791,907	$ 868,884
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	$ -	$ 571

See Notes to Consolidated Financial Statements

[illegible]

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
[illegible]

	PROGRAM SERVICES								SUPPORTING SERVICES			
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]

[illegible]

[illegible]

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2014

	PROGRAM SERVICES								SUPPORTING SERVICES			
	OUTPATIENT SERVICES	COMPREHENSIVE SERVICES	REFERRED DRIVER INTERVENTION PROGRAM	COMMUNITY EDUCATION PROGRAMS	DRUG COURT PROGRAM	DETOXIFICATION PROGRAM	DUI SCHOOL	TOTAL PROGRAM SERVICES	GENERAL MANAGEMENT	FUNDRAISING	TOTAL SUPPORTING SERVICES	TOTAL
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southeastern New Hampshire Alcohol & Drug Abuse Services (the Organization) is a New Hampshire nonprofit organization providing treatment, rehabilitation and intervention services to alcoholics, narcotic addicts, and alcohol and drug abusers, substantially all of whom are residents of New Hampshire. A majority of revenue is derived from contracts with the State of New Hampshire.

Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation (the Affiliate) is also a New Hampshire nonprofit organization that was established to raise funds for the Organization. A majority of the revenue is derived from direct public support.

Basis of Accounting

The consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles general accepted in the United States of America, as promulgated by the Financial Accounting Standards (FASB) Accounting Standards Codification (ASC).

Principles of Consolidation

The accompanying consolidated financial statements have been prepared for the Organization and the Affiliate due to the Organization being the sole beneficiary of the Affiliate. All material intercompany transactions have been eliminated.

Basis of Presentation

Financial statement presentation follows the recommendations of the FASB ASC No. 958-210 *Financial Statements of Not-for-Profit Organizations*. Under FASB ASC 958-210, the Organization and the Affiliate (as consolidated) are 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. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2015 and 2014, the Organization had no permanently or temporarily restricted net assets.

Use of Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Cash Equivalents
Cash equivalents include all highly liquid investments with an original maturity date of three months or less. There were no cash equivalents at June 30, 2015 and 2014.

Accounts Receivable
Accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual receivables from grants, contracts, and others. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the applicable accounts receivable. At June 30, 2015 and 2014, no allowance was deemed necessary.

Property and Equipment
Purchases of property and equipment are recorded at cost. Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Costs for repairs and maintenance are charged against operations. Renewals and betterments, which materially extend the life of the assets, are capitalized. Depreciation is provided for using the straight line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Leasehold improvements	15 - 39 years
Vehicles, equipment and furniture	3 - 7 years

Property and equipment at June 30, 2015 and 2014 consisted of the following:

	2015	2014
Leasehold improvements	$ 407,730	$ 407,730
Vehicles	-	45,703
Equipment and furniture	228,259	228,259
	635,989	681,692
Less accumulated depreciation	544,191	561,496
	$ 91,798	$ 120,196

Costs Incurred – Future Leasehold Improvements
Certain costs have been incurred relative to future leasehold improvements to the premises currently utilized by the Organization and totaled $22,454 at June 30, 2015. The primary nature of the costs represent architectural fees.

Accrued Vacation
The Organization has accrued liabilities for future compensated leave time that its employees have earned and which is vested with the employees. The amounts totaled $28,306 and $37,045, at June 30, 2015 and 2014, respectively.

Refundable Advances
Revenues received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

Contributed Support
Contributed support is reported as unrestricted or as restricted depending on the existence of donor or time stipulations that limit the use of the support. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support.

Income Taxes
The Organization and the Affiliate are exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service (IRS) has determined them to be other than private foundations.

Management has reviewed the tax positions for the Organization under ASC No. 740, *"Accounting for Income Taxes"* and determined that the application of FASB ASC No. 740 did not have a material impact on the consolidated financial statements. FASB ASC No. 740 establishes financial accounting and disclosure requirements for recognition and measurement of uncertain tax positions taken or expected to be taken on a U.S. information return. There were no uncertain tax positions as of June 30, 2015 and 2014, and all tax years from 2012 forward are open and subject to IRS examination.

Functional Allocation of Expenses
The costs of providing the various programs and other activities have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Advertising
Advertising costs are expensed as incurred.

Concentrations of Risk
The Organization maintains its cash balances at one financial institution. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. As of June 30, 2015 and 2014, the uninsured balances were $464,082 and $525,823, respectively.

A majority of the Organization's services are derived from services performed for New Hampshire citizens. The main source of revenue for the Organization is derived from contracts with the State of New Hampshire. These contracts represent 73% and 79%, respectively, of the Organization's public support and revenue for the fiscal years ended June 30, 2015 and 2014. The accounts receivable related to these contracts totaled $195,644 and $98,064 at June 30, 2015 and 2014, respectively. The Organization does not require collateral or other security to support these financial instruments.

Fair Value of Financial Instruments
Unless otherwise indicated, fair values of all reported assets and liabilities that are financial instruments approximate the carrying values of such amounts.

NOTE 2. BOARD DESIGNATED UNRESTRICTED NET ASSETS

The Board of Directors designated $25,000 and $37,721, respectively, of unrestricted net assets for the fiscal years ended June 30, 2015 and 2014. The designation was established to provide for pension contributions for the fiscal years ending June 30, 2016 and 2015, respectively.

NOTE 3. LEASE COMMITMENTS

The Organization leases office and temporary boarding facilities under the terms of a noncancelable operating lease agreement which expires on December 31, 2015, with no renewal options available at this time. Future minimum rental payments as of June 30, 2015 are $26,613 for the year ending June 30, 2016.

Total rent expense was $57,721 and $56,955 for the years ended June 30, 2015 and 2014, respectively.

NOTE 4. CONTINGENCIES

The Organization receives funds from various funding sources. Under the terms of the agreements, the Organization is required to use the funds for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2015 and 2014.

NOTE 5. RETIREMENT PLAN

The Organization maintains a tax sheltered annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers full-time employees of the Organization. The Organization makes matching contributions up to 3% of gross salaries for qualified employees. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. Plan expenses were approximately $21,588 and $22,712 for the years ended June 30, 2015 and 2014, respectively.

NOTE 6. NONCASH TRANSACTIONS/IN-KIND DONATION

The Organization receives a discount for the rental of certain real estate. For the years ended June 30, 2015 and 2014, the total value of this contribution was $6,000 for each year.

NOTE 7. LINE OF CREDIT

The Organization has a revolving line of credit agreement with a bank in the amount of $50,000 for the years ended June 30, 2015 and 2014. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.50% over the bank's stated index. The rate charged was 4.75% during the fiscal years ended June 30, 2015 and 2014. The line of credit is secured by a security interest in all business assets. The Organization is required to annually observe thirty consecutive days without an outstanding balance. At June 30, 2015 and 2014, there was no outstanding balance on the line.

NOTE 8. RECLASSIFICATIONS

Certain items from the June 30, 2014 consolidated financial statements have been reclassified in order to enhance the comparability to the June 30, 2015 consolidated financial statements.

NOTE 9. SUBSEQUENT EVENTS

Subsequent events have been evaluated through October 28, 2015 the date when the consolidated financial statements were available to be issued.

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2015

Federal Grantor	Federal CFDA Number	Passthrough Number	Federal Expenditures
US DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Passed through State of New Hampshire Dept. of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	05-95-49-491510-2990	$ 704,066
Totals			$ 704,066

See Notes to Schedule of Expenditures of Federal Awards

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JUNE 30, 2015

NOTE A. BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Southeastern New Hampshire Alcohol & Drug Abuse Services under programs of the federal government for the year ended June 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Southeastern New Hampshire Alcohol & Drug Abuse Services, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southeastern New Hampshire Alcohol & Drug Abuse Services.

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations,* wherein certain types of expenditures are not allowable or are limited as to reimbursement.

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SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate
Dover, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2015 and 2014, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated October 28, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's and Affiliate's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entities' financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entities' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entities' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

October 28, 2015
Dover, New Hampshire

Leone, McDonnell & Roberts
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SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors
Southeastern New Hampshire Alcohol & Drug Abuse Services
Dover, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Southeastern New Hampshire Alcohol & Drug Abuse Services' compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Southeastern New Hampshire Alcohol & Drug Abuse Services' major federal programs for the year ended June 30, 2015. Southeastern New Hampshire Alcohol & Drug Abuse Services' major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Southeastern New Hampshire Alcohol & Drug Abuse Services' major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southeastern New Hampshire Alcohol & Drug Abuse Services' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southeastern New Hampshire Alcohol & Drug Abuse Services' compliance.

Opinion on Each Major Federal Program

In our opinion, Southeastern New Hampshire Alcohol & Drug Abuse Services complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control Over Compliance

Management of Southeastern New Hampshire Alcohol & Drug Abuse Services is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southeastern New Hampshire Alcohol & Drug Abuse Services' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southeastern New Hampshire Alcohol & Drug Abuse Services' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

October 28, 2015
Dover, New Hampshire

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate.

2. No material weaknesses or significant deficiencies relating to the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.*

3. No instances of noncompliance material to the consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate which would be required to be reported in accordance with *Government Auditing Standards,* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by OMB Circular A-133.*

5. The auditors' report on compliance for the major federal award programs for Southeastern New Hampshire Alcohol & Drug Abuse Services expresses an unmodified opinion on all major programs.

6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.

7. The program tested as major programs include: Department of Health and Human Services; Block Grants for Prevention and Treatment of Substance Abuse, CFDA 93.959.

8. The threshold for distinguishing Type A and B programs was $300,000.

9. Southeastern New Hampshire Alcohol & Drug Abuse Services was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

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Bill Webb

Dr. Lawrence Kane

Kevin MacLeod

Mark Stickney

Frank Cassidy

Heidi Moran, MSW, MLADC

Objective

Highly motivated, flexible and diverse forward thinking Social Worker / Addictions Counselor seeking position as Clinical Director/ Administrator.

Education & Licensures

Bachelor of Science, Sociology, State University of New York: New Paltz 12/19/2001
Masters in Social Work, University of New Hampshire 6/22/2009
Master Licensed Alcohol and Drug Counselor, New Hampshire
NH License #0572 first issued March 21, 2005, current
International Certified Alcohol and Drug Counselor, International Certification & Reciprocity
Consortium ICADC #24812 Issued March 26, 2005, current

Summary of Qualifications

- Extensive experience in field of addictions since 1995.
- Maintained documentation and records to comply with all state and federal laws, confidentiality and HIPPA compliance
- Maintained firm ethical boundaries
- Individual and group therapy facilitation
- Supervisory and staffing experience in residential and out patient facilities.
- Innovative thinker, driven to provide high quality services and motivated to achieve goals
- Responsible in establishing local and state collaborations to strengthen and improve services provided to clients
- Worked with several computer programs providing information for state, financial and administrative purposes
- Prepared plan of correction after WA State audit

Professional Experience

Southeastern NH Services, Dover, NH June, 2013 – present

Clinical Administrator

- Responsible for all programming and staff supervision

Nisqually Indian Tribe, Olympia, WA 2011-2013

- Substance Abuse Program Coordinator
- Attended weekly Tribal Court proceedings, worked closely with judge and prosecutor to recommend appropriate treatment for tribal members.
- Oversaw all program operations for the Tribe
- Supervised, trained and hired staff

- Maintained documents for the State of WA, Indian Health Services, Indian Child Welfare and other agencies.
- Referred clients to in-patient treatment, mental health services and other services as needed.
- Designed and implemented new policies and procedures for program.
- Maintained cultural sensitivity and appropriateness within programming schedules

Southeastern New Hampshire Services, Dover, NH 2004-2011

- Residential Supervisor 40 hours per week
- Provided individual and group therapy for substance abusing clients
- Supervised 20 (+or-) full time/per diem staff and oversaw 4 residential programs (detoxification, rehabilitation center, halfway house, transitional living apartments)
- Established Transitional Living Program for clients exiting agency halfway house
- Was responsible for creating and maintaining agency employee schedule
- Provided outreach presentations and participated in public speaking engagements
- Invited to join the NH Family Justice Center planning committee
- Established curriculum to provide substance abuse therapy to inmates in Strafford County House of Corrections and facilitated groups
- Organized holiday clean and sober events, chaperoned clean and sober camping trips for clients and promoted clean and sober fun in recovery.

Bellamy Fields & Watson Fields, Dover, NH 24 hours per week
2006-Present
Clinical Intern (2006-2009) Volunteer (2009-2011)

- Provided clinical support for elderly with dementia and Alzheimer's disease and their families at Bellamy Fields
- Actively engaged with residents at Bellamy Fields and acted as bridge between resident and medical staff
- Worked with administrators in interviewing dietary, kitchen, maintenance, housekeeping, and other support staff
- Attended and participated in resident care plan meetings
- Supported with end of life preparations and worked in collaboration with Hospice workers and resident's family and/or care givers
- Implemented groups and activities for residents
- Participated in planning and building process at Watson Fields, an identical facility to Bellamy Fields with higher level of medical care
- Responsible to ensure all safety regulations were met through working with architects, plumbers and electricians
- Oversaw $20,000 in supplies to prepare for facility opening

Twin Counties Substance Abuse Services, Catskill & Hudson, NY 1995-2004

- Outpatient Counselor 40 hours per week
- Provided individual and group counseling for clients with substance abuse issues

DANIEL SCOTT BURNFORD, M.ED, MLADC

[redacted]

OBJECTIVE

To be employed as a Master's level clinician (or administrator) in the field of substance abuse. Special interests include: substance abuse counseling, program and policy development, Quality Assurance, contracting, management, DWI education & intervention services, training and teaching.

KEY ACCOMPLISHMENTS

- Participated in the development, structuring, and implementation of our agency DWI IDCMP Program (and former IDIP/Phase II/MOP), and worked collaboratively with Department of Health and Human Service policy makers in the establishment of the rules and regulations which have governed the NH DWI Program Guidelines.
- Participated in Beta testing, and staff support training for the WITS Electronic Record keeping system (which went online state wide on July 1, 2011).
- Developed the Quality Assurance system currently in use at Southeastern NH Services, and created all functional requirements to track outcomes and performance standards.
- Worked collaboratively with Benoit Consulting Services to develop an outcome measurements tracking system for critical agency performance standards currently in use at Southeastern NH Services.
- Developed and Excel based Managed Care data gathering and alert system designed to track Southeastern NH Services clients covered by the New Hampshire Health Protection Program (NHHPP). The purpose of these efforts is to determine when utilization and concurrent reviews are required to be completed for financial reimbursement of agency services. This spreadsheet also captures data relevant to the various types of insurance and funding that clients in our agency are covered under.

KEY LEADERSHIP TRAITS AND TECHICAL SKILLS

Data Analysis	Client Management	Compliance Monitoring
Policy Development	Certified Training Instructor	Quality Control
Process Transformation	Project Management	Systems Development

PROFESSIONAL EXPERIENCE

SOUTHEASTERN NEW HAMPSHIRE SERVICES/IMPAIRED DRIVER CARE MANAGEMENT PROGRAM (IDCMP)
DOVER, NH
October 1999 to Present

IDCMP Program Director-Responsible for all clinical and administrative responsibilities in order to ensure that our program follows all statutory and Department of Health and Human Services-Bureau of Drug and Alcohol Services (BDAS) guidelines.

Essential functions include: staff hiring (aka. Intake & Screening staff, administrative assistant, Care Manager, and IDEP Instructors), providing clinical and administrative supervision to IDCMP staff, monitoring compliance with statutory and administrative requirements, performing Substance Use Disorder Evaluations for all IDCMP clients who meet statutory and rule requirement guidelines for this service, and facilitating "Service Plan" direct contact meetings designed to advise clients of their Service Plan and treatment requirements relevant to the development of their Aftercare plans (for those clients mandated to further counseling).

This position also requires delivering clear and concise communications and resolutions regarding program and policy requirements. These communications often occur with professional counselors, courts, police departments, aggrieved clients, out of state agencies working with our clients, Departments of Safety, and Departments of Health and Human Services.

Alternative Sentencing and Prevention Program Clinical Supervisor- This Southeastern NH Services Program is designed to provide education and intervention services for those individuals experiencing non DWI level drug or alcohol problems. Referrals to this program are typically through the schools, courts, police departments, and offices of probation and parole. The clinical supervisor provides oversight, and coordination of clinical services, and works directly with the ASAP Program coordinator.

Director of Quality Improvement- Responsible for maintaining quality improvement standards and monitoring agency records in accordance with the Department of Health and Human Service standards and the WITS electronic record requirements.

Essential functions include: determination of information/indicators to be monitored, evaluation of agency outcomes, necessary corrective actions when applicable, and the effectiveness of corrective measures employed. The QA Director was also an integral team member in working with our State funders to assist in the training and transitioning of staff from a "paper record" to an "electronic" web based management system (WITS).

Contract Manager-Responsible for the development of all Requests for Proposal's (RFP's) that are paramount in procuring SENHS agency funding. The Contract Manager also coordinates the fiscal aspects of the RFP process with our fiscal agent (Lighthouse Management).

STRAFFORD GUIDANCE CENTER, INC./THE PROSPECTS TREATMENT PROGRAM
ROCHESTER, NEW HAMPSHIRE
January 1998 to October 1999

The Prospects Treatment Program was transferred from a hospital-based setting to a community mental health center in January 1998.

Program Coordinator – Responsible for programmatic and policy development, marketing, clinical supervision, quality assurance indicators, and acting as a liaison within the agency and surrounding communities.

FRISBIE MEMORIAL HOSPITAL/THE PROSPECTS TREATMENT PROGRAM
ROCHESTER, NEW HAMPSHIRE
July 1993 to December 1997

Senior Therapist - Responsible for a caseload of 4-6 adults in a hospital based substance abuse program. Essential functions included: screening clients for admission, communicating admission, continued stay, and discharge criteria rationale to Managed Care (insurance) companies, assessment of client needs, delivery of educational lectures, groups and individual counseling services, as well as discharge and Aftercare planning.

Additional responsibilities included: strong working knowledge of the A.S.A.M (American Society of addiction Medicine) levels of care and dimensional placement criteria, program track development, assisting with staff supervision/intern training, and aiding in the development of policies and procedures to enhance program effectiveness. The senior therapist was also responsible for the development and execution of the Family Education Program.

AMOSKEAG FAMILY COUNSELING CENTER, MANCHESTER, NEW HAMPSHIRE
December 1991 - January 1993 (part time)

Therapist - Provided substance abuse counseling services for this outpatient agency. Services included: performing substance abuse assessments, and providing counseling services for individual, couples, and families.

MERCY HOSPITAL/THE RECOVERY CENTER, PORTLAND, MAINE
October 1991 - July 1993

Therapist – Responsible for a caseload of 6-8 adults in a hospital based substance abuse program. This program was modeled after the "Caron Foundation" in Wernersville, PA.

Essential functions included: providing individual and group counseling sessions, delivery of didactic lectures within our client and family education program settings, Aftercare Planning, and case management services. This position also involved program and assessment tool development to enhance productivity and outcomes. As a therapist at The Recovery Center, I was also required attendance at a one-week intensive orientation and training program at the Caron Foundation in Wernersville, Pennsylvania.

SEABORNE HOSPITAL, DOVER, NEW HAMPSHIRE
July 1987-September 1991

Primary Counselor - Responsible for a clinical caseload of 6-7 adolescents and adults in a hospital based substance abuse program.

Responsibilities included: client assessment, goal driven treatment planning, delivery of didactic lectures, individual, group, and family therapy sessions, along with providing case management, Aftercare, and discharge planning.

Additional responsibilities included: assisting the clinical manager in the development of the cocaine track treatment program, and the implementation of didactic lectures on cocaine pharmacology.

Outpatient Coordinator

Temporarily assigned to this new administrative position at Seaborne Hospital from February-May 1990 for the purpose of developing, organizing and coordinating an outpatient substance abuse program.

Responsibilities included: development of department protocols, policies and procedures, quality assurance and utilization review standards, and daily management of clinical and administrative requirements. This position also included providing evaluation and counseling services to DWI offenders through our Seaborne Hospital Outpatient Department.

Family Program Consultant

Hired part time (after resigning my full time position) for the purpose of developing and executing an Adolescent Family Program for Seaborne Hospital from April 1992 - December 1993.

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE, DURHAM, NEW HAMPSHIRE
M.ED. COUNSELING 1984

SAN DIEGO STATE UNIVERSITY, SAN DIEGO, CALIFORNIA
COLLEGE OF LIBERAL ARTS AND SCIENCES
B.A. 1982
Major: Psychology Minor: Spanish
Overall GPA: 3.4/4.0 In Major: 3.5/4.0

Relevant Classes: Psychology of Drugs and Alcohol, Psychology of Stress and Adaptation, Group Counseling, Counseling Theory and Practice, Abnormal Psychology, Experimental Psychology: Personality and Clinical, Dynamics of Leadership.

Additional Information: Proficient with Microsoft Office and Office for Mac Programs (e.g. Word, Excel, Outlook, Keynote, and PowerPoint), and Apple Computer technologies.

Academic Honors: Dean's List, Alpha Mu Gamma, Residence Hall Association-Honorary (while serving as a Resident Assistant and Summer Hall Director at San Diego State University), Graduate Tuition Scholarships from the University of New Hampshire.

Technologies: Apple Computer Products, Microsoft Office Suite for PC and Apple Based Platforms (Word, Excel, Outlook, Keynote, and PowerPoint).

LICENSURE AND CERTIFICATION

- NH Master Licensed Alcohol and Drug Abuse Counselor (MLADC #0191)
- Certified NH Impaired Driver Education Program (IDEP) Instructor
- Certified PRIME For Life DWI Risk Reduction Instructor

REFERENCES AND LETTERS OF SUPPORT

AVAILABLE UPON REQUEST

Courtney A. Atherton

Objective The position of Substance Abuse Counselor

Professional experience

02/05 to present Familystrength, 72 West Broadway, Derry, NH

Family Counselor

- Duties as listed below

04/03 to 05/04 Familystrength 728 Central Ave., Dover, NH

Family Counselor

- Family counselor for an intensive home-based family therapy program. The counseling services were primarily juvenile court or DCYF referrals for minors and families in need of intensively focused, cognitive/brief solution-focused therapy modeled counseling. Counseling services worked with DCYF/DJJS agencies, court system, and additional outpatient treatment centers to coordinate appropriate treatment for families in need.

- Provided counseling and referrals for outpatient therapy, court-appointed services, substance abuse treatment, school programs, and additional community-based support services. Duties included conducting intensive weekly therapy sessions (3.5 hours per week of face-to-face sessions per family), crisis assessments, provided emergency on-call for families (24/5), and team meetings with referral agencies (DJJS, DCYF, courts, police, schools). Written duties included daily case notes, service plans, release forms, evaluation reports, 30-day and 60-day progress reports, termination reports, CHINs reports, court documentation (family assessment/evaluation for judges' case review). Attended weekly Familystrength staff meeting and 2 hours supervision sessions per week.

- Developed skills for working in intensive counseling sessions. Established abilities to coordinate with multiple agencies to develop appropriate treatment plans for immediate and follow-up care for minors and their families.

02/01 to 03/03 Tri-City Mental Health & Retardation Center Lawrence, MA

Outreach Clinician

- Mental health counselor for an aggressive homeless outreach program targeting inner city homeless adults in the Merrimack Valley of Massachusetts. The Outreach program actively sought disenfranchised homeless mentally ill adults within their community of reference (i.e. Drop-in centers, food kitchens, campsites, under bridges, etc.) to encourage reconnection with larger society.

- Provided counseling and referrals for support services for homeless individuals not connected with community social services. Referrals included Social Security benefits, health insurance, medical and psychiatric appointments, crisis evaluations, Veterans Administration,

legal assistance, community programs, public/private shelters, and detox centers. Primary mental health issues include PTSD/Trauma related issues, mood disorders, personality disorders, substance abuse, schizophrenia, behavioral issues, and cognitive difficulties.

- Participated in city-wide efforts to provide social services for poor/needy populations within Lawrence area. Member of City of Lawrence Continuum of Care committee (2001-2003), provided tracking/data information regarding behavioral habits, conditions, needs, for client base and recorded/reported information to City for SuperNofa funds application (2002-2003)

- Acquired experience providing mental health counseling in non-traditional settings and intensive involvement with community and state programs. Developed broad understanding of and advocacy for the homeless at local and state levels. Acquired intensive knowledge of social systems, government interaction, and brief, solution focused therapy.

09/99 to 06/00 Strafford Guidance Center Dover, NH

Emergency Services Intern

- Internship for present Master's program-one year completed
- Provided client assessments for crisis care department at community and county-based mental health center, including suicide/homicide risk assessments, protective custody assessments, mental health assessments of chronically mentally ill patients, voluntary and involuntary hospitalization assessments, one-on-one brief therapy with clients in crisis.
- Acquired experience within and understanding of community-based mental health care
- Acquired experience in assessment and evaluation techniques and determination of appropriate follow-up care

09/98 to 06/99 New Hampshire State Prison for Women Goffstown, NH

Counseling Intern

- Practicum and internship for Master's program-one year completed
- Provided one-on-one counseling for inmates at women's facility with personal issues including addiction, PTSD/trauma issues, domestic violence, child abuse, skills and educational development for future re-entry into society
- Acquired experience within and understanding of the corrections system
- Acquired experience working with difficult populations, client resistance, and personality disordered and/or dual diagnosed patients
- Developed awareness of multi-cultural and social-economic issues faced by client population

1989-1997 Unitil Exeter & Hampton Electric Company Kensington, NH

Customer Service Representative, eight years

- Discussed customer accounts, credit accounts, and industry policy with the public. Provided resources, education, networking, and support for customers. Compiled resource files/database/operations manuals for use within department.
- Acquired verbal and written skills necessary to report and discuss company information and policy with general public
- Frequently required to use supervisory discretion when performing duties

Education

1998-2001 **Antioch New England Graduate School** Keene, NH

- Master's Degree in Applied Counseling Psychology

1985-1988 **University of New Hampshire** Durham, NH

- B. A. Degree in English

1983-1985 **Thompson School of Applied Science** Durham, NH.

- A. S. Degree in Business Management, graduated with honors

Credentials

Passed NH Board Exam (NCMHCE).....April 2004 (licensure eligible)

Volunteer Activities

1999-2001 **New Hampshire State Prison for Women** Goffstown, NH

- Assist the prison's Social Worker to counsel and educate the inmates at the prison. Meet with inmates one-on-one to discuss personal issues, future goals, and help clients meet expectations for re-entry into society

1998- to present...Contributing Editor/Writer "The Critter Exchange"

- Provide editorial services for animal-industry, monthly newspaper with 30,000 distribution in Maine, New Hampshire, Vermont, and Northern Massachusetts. Contribute monthly column since June 2003, and solicit, collect, proof, and edit all articles, letters, press releases, and features each month for publication. Participate/assist with fund-raising activities and non-profit application process.

References

Available upon request

Marco Alexander Andrew Thompson, LICSW, MLADC

[redacted]

Objective ***To Obtain a Challenging Position Enabling Me to Sharpen My Analytical Skill Set and Enhance My Clinical Therapeutic Practice***

Education

Licensed Independent Clinical Social Worker (LICSW)

- LICSW certified with unrestricted licensure for direct, clinical practice within the State of New Hampshire
- License number: 1662

Masters Licensed Alcohol and Drug Counselor (MLADC)

- MLADC certified with unrestricted licensure for direct, clinical practice and supervision
- License number: 0936

Graduate, **University of New Hampshire Graduate School** 2010: Durham, New Hampshire

- Masters in Social Work with a concentration in Direct Practice and Counseling
- Additional Coursework in Addiction, Person-Centered Planning, and Technology

Graduate, **University of New Hampshire** 2008: Durham, New Hampshire

- B.A., Justice Studies and Sociology

Graduate, **Brookline High School** 2004: Brookline, MA

Work Experience

Southeastern New Hampshire Services: Intensive Out-Patient Clinical Program Director **Dover, NE**

January 2013 – Currently Employed

- Responsible for the direct management of the daily activities of the Drug Court Treatment Program and the direct care o the clients assigned to the program.
- Acts as the Treatment Coordinator and primary liaison for the Strafford County Drug Treatment Court Program, with regard to the clinical treatment of Drug Court participants.
- Responsible for maintaining an environment of safety, compassion, dignity and respect.
- Facilitates of individual and group counseling to the clients in the Drug Court Treatment Program.
- Maintains a caseload of clients and completion of all paperwork including client charting, intake summaries, record keeping, general correspondence, discharge summaries and chart completion.
- Participates and facilitates weekly staff meetings and daily team meetings as requested by the Clinical Director.
- Provides input specific to client needs, progress, and motivation.
- Communicates all information pertinent to client safety and progress to appropriate staff and management.
- Reviews and sign off on time sheets and give to Clinical Director.
- Assists with hiring and training of new employees and interns.

Southeastern New Hampshire Services: Intensive Out-Patient Counselor **Dover, NE**

June 2010 – January 2013

- Providing Intensive Out-Patient Counseling and Mental Health Therapy for Strafford County Drug Treatment Court
- Conducting individual and group counseling sessions while maintaining a caseload of clients
- Creating and delivering psycho-educational lectures on a variety of topics related to recovery from substance abuse
- Completing all patient paperwork, including intake summaries, substance abuse evaluations, individual and curriculum Based Treatment Planning, progress notes, general recordkeeping, correspondence, and discharge summaries
- Participating in clinical supervision, weekly staff meetings, daily group processing and planning sessions, and regular meetings with Drug Court Case Managers, Superior Court Justices, County Attorneys and Probation and Parole Office
- Created new program evaluation and assessment tools, developing new, more efficient standard operating procedures, electronic monitoring and record keeping

- Responsible for the scheduling of the entire intensive Out-Patient Program including weekly curriculums, presentations and client's therapeutic schedule

Work Experience Cont'd)

Graduate Assistant — **University of New Hampshire** Durham, NH
August 2008 – May 2010 — **The Graduate School**

- Graduate assistant for the Office of the Dean of the University of New Hampshire Graduate School in Thompson Hall
- Undergraduate recruitment and retention officer for underrepresented UNH students
- Liaison between the UNH Graduate School, McNair Scholars Program, and Multi-Cultural Student Organizations such as the Black Student Union, Diversity Support Coalition, and the Office of Multi-Cultural Student Affairs
- Event and banquet organizer for minority undergraduate students and major Graduate School programs including the Graduate Research Conference (GRC)
- Active Participant in the President's Commission on the Status of People of Color
- Lead accountant for Graduate School student programming

Research and Teacher's Assistant — **University of New Hampshire** Durham, NH
August 2009 – May 2010 — **Graduate School Department of Social Work**

- Research and teacher's assistant for both Jerry Marx and Anne Broussard – Social Work Department Chairs
- Assisted professors in the research and drafting of peer reviewed articles, texts and publications and covered and
- Covered and substitute taught undergraduate social work classes

Community Assistant — **University of New Hampshire** Durham, NH
September 2007 – May 2008 — **Department of Residential Life**

- Maintained a safe and comfortable living environment for residents through consistent assessment and appropriate intervention when needed, The Gables Apartment Complex, Approximately, 100 Students
- Established trusted and effective two way communication with all residents and staff
- Created and implemented creative activities designed to support total student growth including academic success, appreciating differences and the value of good citizenship
- Offered myself as a role model by ensuring my scholastic achievement, being a dependable employee, a responsible citizen, and compassionate, available friend

Resident Adviser — **University of New Hampshire** Durham, NH
August 2006 – May 2007 — **Department of Residential Life**

- Maintained and safe and comfortable living environment for residents through consistent assessment and appropriate intervention when needed, Lord Hall Ground Floor, Approximately 16 Students
- Created and implemented creative activities designed to support total student growth including academic success, appreciating differences and the value of good citizenship
- Offered myself as a role model by ensuring my scholastic achievement, being a dependable employee a responsible citizen and compassionate, available friend

Advanced Clinical Internship

Southeastern New Hampshire Services — **Dover, NH**
Second Year of Graduate School, 2009-2010

- Conducted individual and group counseling sessions while maintaining a caseload of clients
- Developed and delivered psycho-educational lectures on a variety of topics related to recovery from addiction
- Completed all related paperwork, including intake summaries, substance abuse evaluations, individual and curriculum based treatment planning, progress notes, general recordkeeping, correspondence, and discharge summaries
- Participated in clinical supervision, weekly staff meetings, daily group processing and planning sessions, and regular meetings with Drug Court Case Managers, Superior Court Justices, County Attorneys and Probation and Parole Office

Publications

Publications and Peer Reviewed Articles

- Published in the University of New Hampshire's collection of freshman memoirs & essays: Showtime, *Transitions*, 200
- Published in the University of New Hampshire online research journal: Cultural Clash and Mismatch Among Minority Students, *Sociological Perspectives*, 2005
- Published in AFFILIA: Journal of Women and Social Work, Stressors and Coping Strategies Used by Single Mothers Living in Poverty, *May 2012*

Awards

Voted Most Influential Staff Member and Counselor for the Strafford County Drug Treatment Court Program by Program Participants: September 2011; October 2012; May 2013; July 2014

Southeastern NH Services FY16

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Heidi Moran	Clinical Director	67,974	75%	51,000
Courtney Atherton	Clinical Coordinator	45,490	75%	34,000
Dan Burnford	IDIP Director	51,500	75%	39,000
Marco Thompson	Drug Court Manager	52,520	75%	39,000

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number 603 752-7001 x 207	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $368,400.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Michael Coughlin, Chief Executive Officer	

1.13 Acknowledgement: State of New Hampshire, County of Coos

On February 23, 2016, 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) Suzanne C. French

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Suzanne C. French, Notary

1.14 State Agency Signature Kathleen Ahern Date: 2/26/16	1.15 Name and Title of State Agency Signatory Kathleen A Dunn Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: Ryan A. Tufte - Attorney 3/7/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MC
Date 2.23.16

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MC
Date 2·23·16

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MC
Date 2·23·16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the general client

population that includes, but not limited to:

3.2.1. Adolescents;

3.2.2. Adults

3.2.3. Pregnant women;

3.2.4. Women with dependent children;

3.2.5. Injection drug users;

3.2.6. Individuals with co-occurring substance use and mental health disorders;

3.2.7. Veterans; and/or

3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.

4.1.3. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.3.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's

insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to $77 per week.

4.1.3.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.3.3. The Contractor shall maintain records to account for the client's contribution to room and board.

4.1.4. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.

4.1.5. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service

provided. The Contractor shall deliver Integrated Medication Assisted Treatment services accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment and Integrated Medication Assisted Treatment (Sections 4.1.1 and 4.1.5 respectively).

4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.1.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.1.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.1.1.3. A MLADC or LADC

6.1.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4,

within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain

consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal

is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from

the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the

present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the

course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco

Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.

17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration.

17.3. The Contractor shall provide to the Department a copy of the required facility license, in Section 17.1 within 30 days of the contract effective date and then within 30 days after the newly issued license.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that

complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of $75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
   a. Total number of clients screened for services
   b. Number of client screened appropriate for services
   c. Number of clients engaging in services who's payer was:
      i. This contract
      ii. New Hampshire Health Protection Plan
      iii. New Hampshire Medicaid
      iv. Medicare
      v. Private Insurance
      vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology

System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the vendor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or
2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State

confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1. To pregnant and injecting drug users first.

24.3.10.2. To other pregnant substance users second.

24.3.10.3. To other injecting drug users third.

24.3.10.4. To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse

professional practice.

5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-

ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:
      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:

4.4.1. In Exhibit A, 4.1.3.Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 3.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Integrated Medication Assisted Treatment (See Section 6) as follows:

5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.4.1. Submit separate batches for each billing month.

5.5. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Integrated Medication Assisted Treatment (MAT)shall be as follows:

6.1. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Medication Assisted Treatment Services for Staff Time, Medication, and Physician Time.

6.2. Staff Time: Staff Time is for non-medical staff time relative to the MAT program that is not billable as another service under this contract, such as consultation with a prescribing physician. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

6.3. Medication Contract Rate, Unit Type and Service Limit:

6.3.1. The Contractor will be reimbursed for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b),

6.3.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in an Opiate Treatment Program (OTP) certified per New Hampshire Administrative Rule He-A 304 as follows: The Contractor will be reimbursed for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Medication Assisted Treatment Services.

6.3.3. The Contractor will be reimbursed for up to 3 doses per client per day.

6.4. Physician Time: Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

6.5. The invoice at a minimum shall include:

6.5.1. For non-medical staff time:

6.5.1.1. A clear description of each expense including WITS Client ID #(s) when applicable;

6.5.1.2. The amount of each expense; and

6.5.1.3. The total of all expenses for the billing period in a Department defined invoice.

6.5.2. For client medications:

6.5.2.1. WITS Client ID #;

6.5.2.2. Period for which prescription is intended;

6.5.2.3. Name and dosage of the medication;

6.5.2.4. Associated Medicaid Code;

6.5.2.5. Charge for the medication.

6.5.2.6. Client cost share for the service; and

6.5.2.7. Amount being billed to the Department for the service.

6.5.3. For physician and other medical professional services:

6.5.3.1. WITS Client ID #;

6.5.3.2. Date of Service;

6.5.3.3. Description of service;

6.5.3.4. Associated Medicaid Code;

6.5.3.5. Charge for the service;

6.5.3.6. Client cost share for the service; and
6.5.3.7. Amount being billed to the Department for the service.

6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment 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. Invoices must be submitted to:

Financial Manager
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301

7. Payment for Crisis Services to Existing Clients and their Significant Others:
7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

8. Sliding Fee Scale
8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Medication Assisted Treatment – Staff time that is not a direct service to a specific client(s) (See Section 6), as follows:
8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL),

the Contractor will charge the client 77% of the Contract Rate.

8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Non Reimbursement for Services
   9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

      9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
      9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
      9.1.3. Services covered by Medicare for clients who are eligible for Medicare.
      9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

   9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.
10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

11. Funding may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep records of their activities related to Department programs and services.

13. 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.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

15.2.1. Make cash payments to intended recipients of substance abuse services.

15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Intensive Outpatient	$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week ($380), per client
Low-Intensity Residential Adult	$110.00	Per day	7 days per week ($770), per client
High-Intensity Residential Adult	$140.00	Per day	7 days per week ($980), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	$7.50	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	

Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 per week, per client

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:
Tri-County Community Action Program, Inc.

2.23.16
Date

Name: Michael Coughlin
Title: Chief Executive Officer

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:
Tri-County Community Action Program, Inc.

2-23-2016
Date

Name: Michael Coughlin
Title: Chief Executive Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:
Tri-County Community Action Program, Inc.

2-23-2016
Date

Name: Michael Coughlin
Title: Chief Executive Officer

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.

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:
Tri-County Community Action Program, Inc.

2-23-2016
Date

Name: Michael Coughlin
Title: Chief Executive Officer

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:
Tri-County Community Action Program, Inc.

2-23-2016
Date

Name: Michael Coughlin
Title: Chief Executive Officer

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health & Human Services	Tri-County Community Action Program, Inc.
The State	Name of the Contractor
Kathleen Dunn	
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Michael Coughlin
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
2/26/16	2-23-2016
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:
Tri-County Community Action Program, Inc.

2-23-2016
Date

Name: Michael Coughlin
Title: Chief Executive Officer



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073975708

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   1.1.1. Ownership;
   1.1.2. Physical location;
   1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
   1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
   1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
   1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
   1.2.2.3. Copies of applicable licenses for the new administrator;
   1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
   1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
   1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   2.1.1. The facility premises;
   2.1.2. All programs and services provided under the contract; and
   2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   3.1.1. Requiring a contractor to submit a plan of correction (POC);
   3.1.2. Imposing a directed POC upon a contractor;
   3.1.3. Suspension of a contract; or
   3.1.4. Revocation of a contract.

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the contractor deems significant.
12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
12.8.2. Transfer records of clients who have given written consent to another contractor; or
12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
13. Medication Services.
13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
13.2.1. The client's name;
13.2.2. The medication name and strength;
13.2.3. The prescribed dose;
13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and
19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and
19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

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 TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. 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 1st day of May A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.
(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 8-25-2015:
(Date)

RESOLVED: That the Chief Executive Officer
(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 February, 2016.
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 23rd day of February, 2016,

By Gary Coulombe.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-2018

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Shaughnessy
FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570	INSURER A: Arch Ins Co 11150 INSURER B: AmGuard Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL157243649 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			NCPCKG0328200	7/1/2015	7/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NCAUT0328200	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			NCFXS0328200	7/1/2015	7/1/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TRWC659784 (3a.) NH All officers included	7/1/2015	7/1/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Professional Liability			NCPCKG0328200	7/1/2015	7/1/2016	Per Occurence Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301-3857

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

Laura Perrin/KS5

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MISSION STATEMENT

Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

Tri-County Community Action Programs... Helping people, changing lives.

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc.

...Helping people, changing lives.

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30 2015
AND
INDEPENDENT AUDITORS' REPORT

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS

TABLE OF CONTENTS

	Page(s)
Independent Auditors' Report	1 - 2
Financial Statements:	
Statement of Financial Position	3
Statement of Activities	4
Statement of Cash Flows	5
Statement of Functional Expenses	6
Notes to Financial Statements	7 - 26
Supplementary Information:	
Schedule of Expenditures of Federal Awards	27 - 28
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	29 - 30
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133	31 - 32
Schedule of Findings and Questioned Costs	33
Summary Schedule of Prior Year Audit Findings	34 - 35

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2015, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2015

ASSETS

CURRENT ASSETS	
Cash	$ 488,950
Accounts receivable	1,014,274
Pledges receivable	247,754
Inventories	116,150
Prepaid expenses	30,678
Total current assets	1,897,806
PROPERTY	
Property, plant, and equipment	13,468,105
Less accumulated depreciation	(4,588,525)
Property, net	8,879,580
OTHER ASSETS	
Restricted cash	540,395
Building refinance costs, net	15,365
Total other assets	555,760
TOTAL ASSETS	$ 11,333,146

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Demand note payable	$ 700,252
Current portion of long term debt	271,685
Accounts payable	671,782
Accrued compensated absences	332,024
Accrued salaries	134,822
Accrued expenses	107,474
Refundable advances	191,343
Other liabilities	280,474
Total current liabilities	2,689,856
LONG TERM DEBT	
Long term debt, net of current portion	5,938,456
Interest rate swap at fair value	7,385
Total liabilities	8,635,697
NET ASSETS	
Unrestricted	1,951,539
Temporarily restricted	745,910
Total net assets	2,697,449
TOTAL LIABILITIES AND NET ASSETS	$ 11,333,146

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015

	Unrestricted	Temporarily Restricted	Total
REVENUES AND OTHER SUPPORT			
Grant and contracts	$ 13,563,675	$ 267,197	$ 13,830,872
Program funding	1,600,750	102,424	1,703,174
Utility programs	916,957	-	916,957
In-kind contributions	252,489	-	252,489
Contributions	116,342	20,841	137,183
Fundraising	43,415	-	43,415
Rental income	824,332	-	824,332
Interest income	485	-	485
Gain on disposal	16,560	-	16,560
Other revenue	91,349	-	91,349
Total revenues and other support	17,426,354	390,462	17,816,816
NET ASSETS RELEASED FROM RESTRICTIONS	307,765	(307,765)	-
Total revenues, other support, and net assets released from restrictions	17,734,119	82,697	17,816,816
FUNCTIONAL EXPENSES			
Program Services:			
Agency Fund	883,748	-	883,748
Head Start	2,289,054	-	2,289,054
Guardianship	767,955	-	767,955
Transportation	985,004	-	985,004
Volunteer	87,521	-	87,521
Workforce Development	449,251	-	449,251
Alcohol and Other Drugs	989,422	-	989,422
Carroll County Dental	496,634	-	496,634
Carroll County Restorative Justice	95,727	-	95,727
Support Center	249,099	-	249,099
Homeless	442,493	-	442,493
Energy and Community Development	7,433,283	-	7,433,283
Elder	1,088,328	-	1,088,328
Housing Services	172,157	-	172,157
Total program services	16,429,676	-	16,429,676
Supporting Activities:			
General and administrative	1,154,866	-	1,154,866
Fundraising	4,498	-	4,498
Total supporting activities	1,159,364	-	1,159,364
Total functional expenses	17,589,040	-	17,589,040
CHANGES IN NET ASSETS FROM OPERATIONS	145,079	82,697	227,776
OTHER INCOME			
Gain on interest rate swap	42,327	-	42,327
TOTAL CHANGES IN NET ASSETS	187,406	82,697	270,103
NET ASSETS, BEGINNING OF YEAR	1,764,133	663,213	2,427,346
NET ASSETS, END OF YEAR	$ 1,951,539	$ 745,910	$ 2,697,449

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$ 270,103
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	483,149
Gain on disposal of property	(16,560)
Gain on interest rate swap	(42,327)
Decrease (increase) in assets:	
Restricted cash	225,470
Accounts receivable	(180,597)
Pledges receivable	(247,754)
Inventories	(50,111)
Prepaid expenses	(3,392)
Other assets	818
Increase (decrease) in liabilities:	
Accounts payable	16,947
Accrued compensated absences	54,245
Accrued salaries	23,336
Accrued expenses	(8,588)
Refundable advances	(33,228)
Other liabilities	(125,119)
NET CASH PROVIDED BY OPERATING ACTIVITIES	366,392
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from disposal of property	57,159
Purchase of property and equipment	(286,141)
NET CASH USED IN INVESTING ACTIVITIES	(228,982)
CASH FLOWS FROM FINANCING ACTIVITIES	
Net advance of demand note payable	199,201
Proceeds from long-term debt	13,089
Repayment of long-term debt	(239,753)
NET CASH USED IN FINANCING ACTIVITIES	(27,463)
NET INCREASE IN CASH AND CASH EQUIVALENTS	109,947
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	379,003
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 488,950
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:	
Cash paid during the year for:	
Interest	$ 233,577

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Dental	Carroll County Restorative Justice	Support Center	Homeless	Energy and Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																		
Payroll	$ 71,026	$ 1,082,892	$ 504,994	$ 464,546	$ 69,650	$ 245,870	$ 577,996	$ 294,190	$ 58,566	$ 180,077	$ 259,284	$ 1,146,181	$ 448,658	$ 17,214	$ 5,360,469	$ 634,111	$ -	$ 6,014,580
Payroll taxes and benefits	15,944	288,323	127,586	76,730	15,750	68,708	153,187	59,423	13,810	36,134	62,333	310,685	103,555	-	1,332,158	152,324	-	1,484,482
Assistance to clients	618	90	-	-	-	7,481	116	-	-	1,087	17,472	5,303,742	740	-	5,331,344	-	-	5,331,344
Consultants and contractors	12,558	24,210	4,728	17,420	-	-	10,343	14,865	1,715	3,000	13,806	14,927	48,490	-	176,189	30,030	-	206,219
Fiscal and administrative	1,149	24,378	9,846	3,387	1,586	345	4,703	6,454	756	648	1,544	38,143	9,027	30	99,997	92,894	-	192,291
Space costs and rentals	14,222	177,677	30,268	13,362	5,571	99,972	19,287	-	28,852	-	20,026	164,982	99,599	-	647,450	177,450	-	824,900
Consumable supplies	4,946	289,458	11,618	18,609	1,075	4,998	72,317	22,479	133	6,922	5,320	288,486	297,854	1,574	1,025,719	18,168	-	1,039,887
Maintenance of equipment and rental	4,351	1,220	10,770	5,422	-	200	1,061	108	-	-	348	24,732	4,189	-	50,373	15	-	50,393
Building and grounds maintenance	68,200	38,860	-	1,562	-	81	10,830	1,187	-	8,542	3,284	1,586	13,226	27,840	195,274	18	-	195,292
Utilities	175,573	23,054	16,078	19,231	742	7,500	46,544	8,706	1,090	20,822	20,746	38,178	31,587	26,813	428,744	6,559	-	435,303
Fiscal fees	-	-	-	-	-	-	-	-	-	-	-	-	1,800	-	1,800	-	-	1,800
Travel and meetings	2,288	59,230	28,416	38,723	1,071	14,192	12,657	1,241	1,000	5,337	14,271	13,002	31,320	1,734	224,475	15,381	-	239,856
Vehicle expense	505	-	-	148,927	-	-	7,099	97	-	-	2,917	44,585	-	-	204,123	5,561	-	209,684
Insurance	114,050	26,347	1,107	56,734	787	-	21,856	2,288	-	8,433	9,125	44,883	-	15,541	298,730	4,316	-	303,055
Interest expense	183,045	48	-	430	29	-	9,983	40,496	-	2	1,133	6,208	24	-	236,523	2,723	-	241,246
Other direct program costs	13,721	13,992	12,118	8,125	289	-	12,014	1,316	-	70	3,130	(10,580)	5,758	14,009	64,964	8,616	4,498	78,078
Depreciation and amortization expense	181,049	14,259	4,656	116,039	-	-	23,339	43,615	-	10,025	1,752	10,277	8,040	67,306	480,148	-	-	480,148
In-kind expended	-	235,919	-	-	-	-	-	-	-	-	-	-	27,470	-	252,489	-	-	252,489
Total Direct Expenses	883,748	2,289,054	787,965	983,004	97,521	449,251	989,422	496,634	95,727	240,099	442,493	7,433,283	1,088,328	172,157	16,429,676	1,154,866	4,498	17,589,040
Indirect Expenses																		
Indirect costs	85,622	238,461	63,837	99,881	9,939	41,326	111,358	52,143	8,861	26,551	47,309	235,297	172,581	-	1,154,866	(1,154,866)	-	-
Total Direct & Indirect expenses	$ 969,370	$ 2,527,515	$ 851,782	$ 1,084,885	$ 97,460	$ 490,577	$ 1,100,880	$ 548,777	$ 104,588	$ 277,650	$ 489,802	$ 7,668,580	$ 1,260,909	$ 172,157	$ 17,584,542	$ -	$ 4,498	$ 17,589,040

See Notes to Consolidated Financial Statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2015

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community based housing for the Elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start serves hundreds of children and their families in multiple classrooms and locations throughout three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

Guardianship
The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

Transportation
The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer
Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

Workforce Development
The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)
Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately $130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. Subsequent to year end, the Division was suspended.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy and Development, and Community Contact

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organizations' clients about their other programs, as well as other programs available through other organizations in the community. The Organization consolidated its eight Community contact Offices to one office per county, located in Berlin (Coos), Ashland (Grafton) and Tamworth (Carroll). Clients may submit applications for assistance via e-mail, mail, phone, fax, or face-to-face intake appointments at one of the three offices. Community Contact has schedule site outreach in Lancaster, Lebanon, Woodsville and Colebrook; a schedule is published in the local papers listing the days and locations on a monthly basis. The Carroll County's office has been successful serving the needs of clients with this model for over ten years.

Elder

The Organization's Elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development, and a significant portion of their rental income is received from the Department of Housing and Urban Development. The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods. For Cornerstone Housing North, Inc., the rental income is part of the same program as the Section 202 Capital Advance and is considered a major program.

Method of accounting

The financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, 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.

The Organization had no permanently restricted net assets at June 30, 2015. The Organization had temporarily restricted net assets of $745,910 at June 30, 2015.

Restricted and unrestricted support

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2015.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

> ***Level 1***: Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.
>
> ***Level 2***: Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.
>
> ***Level 3***: Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the note payable which bears monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio is 1.10; or 3.00% when the Organization's debt service coverage ratio is 1.20 includes an interest rate swap agreement. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was $3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge and is valued at the net present value (NPV) of all estimated future cash flows.

For the year ended June 30, 2015, the fair value of the interest rate swap was $7,385 and the unrealized gain was $42,327. The fair value of the swap is included on the balance sheet as a long term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of $5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and Improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and Equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $191,343 as of June 30, 2015.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization of the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2011.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes,* which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

Retirement plan

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, payments had ceased, therefore as of June 30, 2015, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributed noncash assets are recorded at fair 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 stipulations, contributions of noncash assets are recorded as unrestricted support.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in the contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2015, there were promises to give that were absent of donor stipulations and therefore classified as temporarily restricted in the amount of $247,754. This amount was included in the grants and contracts on the Consolidated Statement of Activities.

Use of estimates
The presentation of financial statements in conformity with U.S. generally accepted accounting principles 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. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments
Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short term maturity of those instruments.

Functional allocation of expenses
The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Program salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the supplemental statements of functional expenses.

***Other Occupancy expense*:** expenses are applicable to assets which are used by multiple programs, primarily buildings are charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the supplemental statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2013 received provisional approval and is effective until amended at a rate of 12.3%. Per an email with a representative from the U.S. Department of Health and Human Services, the Agency reduced the rate to 12.2% for the year ended June 30, 2015.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2015 was $18,009.

NOTE 2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2015, the balances on interest and non-interest bearing accounts were insured by the FDIC up to $250,000. At June 30, 2015, there was approximately $395,443 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is $52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2015 was $11,135. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the year ended June 30, 2015. This amount is included in restricted cash on the Statement of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is $186,516 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2015 was $186,721, and the Organization was in compliance with this requirement. This amount is included in restricted cash on the Statement of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this withdrawal at June 30, 2015 was $276,791. These amounts are included in other liabilities on the Statement of Financial Position. The total restricted cash within this account at June 30, 2015 was $271,547, and is included in the restricted cash balance on the Statement of Financial Position. The Organization was assessed a fee of $5,244 related to the unauthorized use of these funds in prior years. This amount was still outstanding at June 30, 2015 as no official notice or request for payment had been received by the Organization.

All cash related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2015 was $70,992.

NOTE 3. INVENTORY

In 2015, inventory included weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2015, consists of weatherization materials totaling $116,150. The inventory related to the Northern Forest Heritage Park was considered to be in poor condition and not saleable. The inventory was written off in April 2015.

NOTE 4. PROPERTY

Property consists of the following at June 30, 2015:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$10,599,723	$ 3,018,512	$ 7,581,211
Equipment	2,176,915	1,570,013	606,902
Land	691,467	-	691,467
	$13,468,105	$ 4,588,525	$ 8,879,580

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the year ended June 30, 2015 was $482,262.

The Organization also had building refinancing costs of $17,730 during the prior year. Amortization expense and accumulated amortization for the year ended June 30, 2015 was $887 and $2,365, respectively.

NOTE 5. ACCRUED EARNED TIME

Employees of the Organization are eligible to accrue vacation for a maximum of 240 hours. At June 30, 2015, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of $332,024.

NOTE 6. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2015 consisted of the following:

Note payable with the USDA requiring 360 monthly installments of $1,746 including interest at 4.5% per annum. Secured by general business assets. Final installment due June 2024.	$ 133,110
Note payable with the USDA requiring 360 monthly installments of $1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	174,527
Note payable with the USDA requiring 360 monthly installments of $292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	33,651
Note payable with the USDA requiring 360 monthly installments of $74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	9,061

Note payable with a bank requiring 120 monthly installments of $475 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.	2,820
Note payable with a bank requiring 120 monthly installments of $3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	444,989
Note payable to a related party, interest accrues 10% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended.	12,578
Note payable to a non-profit organization (related party), interest accrues 5% per annum, no monthly installments, full principal plus interest due during the Organization's fiscal year end 2013, informally extended.	120,147
Bond payable with a bank requiring monthly installments of $15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage on various properties and assignment of rents at various properties. Final installment due August 2040.	2,948,780
Note payable with a bank requiring 240 monthly installments of $4,518 including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final installment due December 2032.	462,878
Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047.	1,617,600

Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years.	250,000
	6,210,141
Less current portion due within one year	(271,685)
Total long term debt	$ 5,938,456

The scheduled maturities of long term debt as of June 30, 2015 were as follows:

Years ending June 30	Amount
2016	$ 271,685
2017	142,297
2018	541,085
2019	129,965
2020	135,963
Thereafter	4,989,146
	$ 6,210,141

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2015 was $11,135.

Subsequent to year end, the Agency purchased two vehicles with note payables totaling $38,284. The future scheduled maturities of long term debt for these two vehicles are as follows:

Years ending June 30	Amount
2016	$ 4,828
2017	5,809
2018	6,138
2019	6,485
2020	6,852
Thereafter	8,172
	$ 38,284

NOTE 7. DEMAND NOTE PAYABLE

The Organization has available a $45,000 unsecured line of credit with Northway Bank. Borrowings under the line bear interest at 6.50% per annum, and totaled $28,045 at June 30, 2015.

The Organization has available a $750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled $400,000 at June 30, 2015. The line is subject to renewal each January.

The Organization has available a $25,000 line of credit with Bank of New Hampshire which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled $15,509 at June 30, 2015. The Northern Forest Heritage Park was sold subsequent to fiscal year end, at which time the line of credit was paid off in full.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2015, the outstanding debt totaled $256,698, which included accrued interest of $5,860.

NOTE 8. LEASES

Operating Leases

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the year ended June 30, 2015, the annual rent expense for leased facilities was $180,867.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2015, are as follows:

Years ending June 30	Amount
2016	$ 139,374
2017	92,385
2018	82,127
2019	68,688
2020	34,974
Thereafter	247,027
	$ 664,575

NOTE 9. IN-KIND CONTRIBUTIONS

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions. The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 10. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a large majority of its support from federal and state governments. For the year ended June 30, 2015, approximately $12,900,000 (73%) of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the year ended June 30, 2015 approximately 69% of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services as of June 30, 2015:

NH Charitable Foundation Grant, Mt. Jasper	$ 32,653
Berlin Area Renewable Energy Initiative	7,281
RSVP Program Funds	7,112
10 Bricks Shelter Funds	122,252
Donations to Mahoosuc Trail	6,842
Community Contact	15,040
Donations to Maple Fund	1,825
FAP/EAP	38,117
Homeless Programs	47,677
Temporary Municipal Funding	247,754
Julien Fund (AOD)	575
Angelias Fund (AOD)	235
Loan Programs	36,291
Private Funding for Alcohol and Other Drug Program	50,000
L. CHIP – Brown Co. House	19,443
Restricted Buildings	112,813
Total temporarily restricted net assets	$ 745,910

NOTE 12. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

NOTE 13. RELATED PARTY TRANSACTIONS

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total notes payable to related parties for the year ended June 30, 2015 was $132,725.

NOTE 14. RESIDUAL RECEIPTS ACCOUNT

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. The amount at June 30, 2015 was $2,010 and is included in restricted cash.

NOTE 15. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 10, 2015, the date the financial statements were available to be issued.

Subsequent to year end, but before the date of this report, the Organization sold the Northern Forest Heritage Park. At that time, the associated line of credit was paid off in full. Also, subsequent to year end, the Organization discontinued the Restorative Justice Division.

Subsequent to year end, the Organization purchased two vehicles with long term debt. The long term debt of the two vehicles consisted of the following:

Note payable to a financing company requiring 72 monthly installments of $312 including interest at 5.49% per annum. Secured by an Organization's vehicle. Final installment due August 2022.	$ 19,127
Note payable to a financing company requiring 72 monthly installments of $1,664 including interest at 5.54% per annum. Secured by an Organization's vehicle. Final installment due July 2022.	19,157
	38,284
Less current portion due within one year	(4,828)
Total long term debt	$ 33,456

The future principle payments are included in **Note 6**.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2015

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
U.S. Department of Health and Human Services			
Direct			
Head Start	01CH1041/48	93.600	2,261,736
Passed through New Hampshire Office of Energy and Planning			
Low-Income Home Energy Assistance (Admin.)	1033340	93.568	7,871
Low-Income Home Energy Assistance (Assurance 16)	1033340	93.568	34,456
Low-Income Home Energy Assistance (Admin.)	G-15B1NHLIEA	93.568	340,660
Low-Income Home Energy Assistance (Program)	G-15B1NHLIEA	93.568	5,145,190
Low-Income Home Energy Assistance (Assurance 16)	G-15B1NHLIEA	93.568	127,361
Low-Income Home Energy Assistance (HRRP)	1033553	93.568	28,315
Low-Income Home Energy Assistance (HRRP)	G-14B1NHLIEA	93.568	107,100
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	15AANHT3SP	93.044	10,806
Passed through New Hampshire Health and Human Services			
Community Services Block Grant	102-500731	93.569	121,031
Community Services Block Grant	102-500731	93.569	511,218
Temporary Assistance for Needy Families (NHEP Workplace Success)		93.558	309,724
Temporary Assistance for Needy Families (JARC)	102-500731	93.558	24,300
Preventative Health and Health Services Block Grant (Oral Health Program)	90072003	93.991	11,286
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health)	102-500731	93.043	3,150
Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)	541-500383	93.045	76,084
National Family Caregiver Support (Family Caregiver)		93.052	20,965
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	512-500352	93.044	48,356
Medical Assistance Program (Options Counseling and I&R #7)		93.778	70,951
Medical Assistance Program (Transportation)		93.778	44,823
Nutrition Services Incentive Program (NSIP)		93.053	79,843
Social Services Block Grant (Title XX I&R)		93.667	9,269
Social Services Block Grand (HD Title III C2 units)		93.667	176,038
Social Services Block Grant (HD Title IIIB miles)		93.667	10,217
Social Services Block Grant (Title XX HD miles)		93.667	4,513
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals)	541-50000383	93.045	85,467
Affordable Care Act - Aging and Disability Resource Center (Options Counseling)		93.517	26,702
Centers for Medicare and Medicaid Services (SHIP)		93.779	12,707
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)		93.048	12,257
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP Capacity Building)		93.048	6,706
Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA)		93.071	2,405
Centers for Medicare and Medical Services (Marketplace Assister Services)		93.525	34,357
Centers for Medicare and Medical Services (Marketplace Assister Services)		93.525	11,947
Passed Through New Hampshire Coalition against Domestic and Sexual Violence			
Family Violance Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (SPIRDV)		93.671	26,446
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (DVS)		93.671	22,884
Passed through New Hampshire Division of Public Health Services			
Block Grants for Prevention and Treatment of Substance Abuse		93.959	267,651
Passed through New Hampshire Division of Child Support Services			
Projects for Assistance in Transition from Homelessness (PATH)		93.150	81,767
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:			10,176,139
U.S. Department of Energy			
Passed through Governor's Office of Energy and Community Services			
Weatherization Assistance for Low-Income Persons	EE006169	81.042	16,658
Weatherization Assistance for Low-Income Persons	EE006169	81.042	196,742
Weatherization Assistance for Low-Income Persons	EE006169	81.042	74,663
TOTAL U.S. DEPARTMENT OF ENERGY:			288,063
U.S. Corporation for National and Community Service			
Direct			
Retired and Senior Volunteer Program	13SRANH001	94.002	66,717
TOTAL U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE:			66,717

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2015

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
U.S. Department of Agriculture			
Direct			
Supplemental Nutrition Assistance Program (food stamps)		10.551	3,230
Rural Housing		10.433	2,110
Passed Through New Hampshire Department of Education			
Child and Adult Care Food Program		10.558	99,635
TOTAL U.S. DEPARTMENT OF AGRICULTURE:			104,975
U.S. Department of Homeland Security			
Direct			
Emergency Management Performance Grants (FEMA)	592200-001	97.042	8,392
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY:			8,392
U.S. Department of Justice			
Passed through New Hampshire Coalition Against Domestic and Sexual Violence			
Grants to Encourage Arrest Program (GTEAP)	2014-WE-AX-0036	16.590	2,173
Crime Victim Assistance (VOCA)		16.575	71,084
Sexual Assault Services Formula Program (SASP)	2012-KF-AX-0021	16.017	8,364
TOTAL U.S. DEPARTMENT OF JUSTICE:			81,621
U.S. Department of Transportation			
Passed through New Hampshire Department of Transportation			
Formula Grants for Rural Areas (Section 5311)		20.509	338,089
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)		20.513	54,989
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, MWVEC)		20.513	18,961
TOTAL U.S. DEPARTMENT OF TRANSPORTATION:			412,039
U.S. Department of Housing and Urban Development			
Passed through New Hampshire Office of Family Services			
Emergency Solutions Grant Program		14.231	32,512
Supportive Housing Program (HOIP)		14.235	127,553
Passed through the City of Berlin			
Community Development Block Grant		14.228	20,482
Passed through New Hampshire Health and Human Services then Southwestern Community Services			
Emergency Solutions Grant Program (Rapid Re-Housing and Prevention)		14.231	393
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:			180,940
U.S. Department of Labor			
Passed through New Hampshire Department of Labor			
WIA Adult Program	2014-0004	17.258	64,099
WIA Dislocated Worker Formula Grants	2014-0004	17.278	63,090
TOTAL U.S. DEPARTMENT OF LABOR:			127,189
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 11,446,075

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2015, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 10, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

December 10, 2015
North Conway, New Hampshire

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2015. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control Over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015

1. The auditors' report expresses an unmodified opinion on the consolidated financial statements of Tri-County Community Action Program, Inc.

2. No significant deficiencies relating to the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.*

3. No instances of noncompliance material to the consolidated financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards,* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133.*

5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.

6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.

7. The programs tested as major programs included:

   U.S. Dept. of Health & Human Services, Low Income Home Energy Assistance – CFDA #93.568

   U.S. Dept. of Health & Human Services, Heat Start – CFDA #93.600

   U.S. Department of Energy, Weatherization Assistance for Low-Income Persons – CFDA #81.042

   U.S. Dept. of Health & Human Services, Block Grants for Prevention and Treatment of Substance Abuse – CFDA #93.959

   U.S. Department of Transportation, Formula Grants for Rural Areas – CFDA #20.509

   U.S. Dept. of Agriculture, Child and Adult Care Food Program – CFDA #10.558

8. The threshold for distinguishing Type A and B programs was $343,382.

9. Tri-County Community Action Program, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS

FOR THE YEAR ENDED JUNE 30, 2014

Financial Statement Audit

FS-2014-001

Condition: The Organization records their monthly receivables based on the invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end.

A system needs to be developed to ensure that all financial information, including the receivable balances and estimates for allowance for doubtful accounts, is captured and reported in the financial statements.

Recommendation: The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

Prior Year Management Response: Management agrees with this finding. Due to the structure of the Organization, billing needs to be initiated by the program departments after reviewing their monthly results from their records and the Organization's accounting system. The Finance Department reviews the revenue and expense reports to review for flags (such as budget variances) that indicate possible unbilled items due to an unexpected revenue and expense imbalance. Monthly inquiries are made of Department Directors to ask about potential unbilled items. Written procedures will be created for Directors and/or their designees to follow to help prevent missed billings, receivable adjustments, and/or the accrual of as yet unbilled but earned receivables.

Current Status: During our testing, we noted that there were proper policies and procedures in place for the recording, reporting and collection of all receivables. Corrected.

FS-2014-002

Condition: The Organization failed to comply with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted.

The Organization needs to have a process in place to identify restrictions on grants and donations, as well as monies received from Federal funds.

Recommendation: The Organization needs to develop a policy to properly record the donations and grants to the appropriate net asset classification.

Prior Year Management Response: Management agrees with this finding. The predecessor auditor and former fiscal management had discussions related to the treatment of the net asset section. The Organization decided to seek and utilize the guidance of the predecessor auditor. Before this finding current management was reviewing and questioning the prior recommended net asset classifications. After review of documentation and consulting with the current auditors, the current management concurs that net assets need to be classified differently and that specific written instructions are required to insure proper classification in the future. Subsequent to June 30, 2014, management analyzed the net asset balances and posted adjustments to properly classify net assets by restriction at June 30 2014.

Current Status: Corrected.

FS-2014-003

Condition: The Organization failed to design and implement procedures to control and monitor the use of a certain bank account and the proper recording of another account.

Controls over the bank accounts must be designed and implemented to prevent, or detect and correct, errors including misappropriations. A lack of internal control procedures over the Organization's bank accounts, noted above, and the reconciliation of those accounts.

One bank account was not properly recorded in the Organization's general ledger, resulting in an adjustment to the trial balance. Another bank account was reported on a cash basis, rather than an accrual basis, and had to be adjusted accordingly.

Recommendation: Management should further improve controls over the bank accounts in order to ensure that they are being reported properly.

Prior Year Management Response: Management agrees with this finding. Although immaterial to the financial statements in this instance, Management agrees that all bank accounts need to be recorded and reconciled properly due to the responsibility related to the custody of these cash assets. The Organization has corrected the issue related to both referenced accounts above and is performing further research to ensure no other such accounts have been omitted.

Current Status: Corrected.

COMMUNITY ACTION
TRI-COUNTY CAP

30 Exchange Street, Berlin, N.H 03570
p: 603 752-7001 f: 603 752-7607
www.tccap.org
CEO: Michael Coughlin
CFO/COO: Robert G. Boschen, Jr.

BOARD OF DIRECTORS
FY2016

COÖS COUNTY

Board Chair
Sandy Alonzo
Teacher

Treasurer
Cathy Conway
Vice President- Economic Development - NCIC

Secretary
Gary Coulombe
Firefighter

Andrew Lefebvre
Teacher

CARROLL COUNTY

Anne Barber
Attorney

Michael Dewar
Business Owner

Vice Chair
Dino Scala
Business Owner

Karolina Brzozowska
Rehab Specialist

GRAFTON COUNTY

Linda Massimilla
State Representative

Tricia Garrisson
Student

MICHAEL W. COUGHLIN, M.S.

Chief Executive – Nonprofit Sector

Complex, Multi-Site Operations ❖ Revenue & Margin Growth
Strategic Partnerships
Community & Public Engagement

Motivating and results driven; recognized for:

- ✓ Strategic planning and financial management
- ✓ Mentoring & developing inspired leaders
- ✓ Innovation, marketing and branding
- ✓ Entrepreneurial spirit
- ✓ Assuring highest quality standards
- ✓ Passionate advocacy for mission

EDUCATION

Master of Science, Social Work - Columbia University, New York, New York

Bachelor of Arts - Quinnipiac University, Hamden, Connecticut

PROFESSIONAL EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH — Oct, 2013-Currrent
- **CEO**

REHABILITATIVE RESOURCES, INC., Sturbridge, M — 2012-2013
- **Interim CEO**

ARIZONA'S CHILDREN ASSOCIATION — 2012 to 2012
- **CEO**

GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND — 2007 to 2011
- **CEO**

GENESIS BEHAVIORAL HEALTH, Laconia, New Hampshire — 2002 to 2007
- **Executive Director**

WARREN SHEPELL CONSULTANTS, Toronto, Ontario and
CHC-Working Well (These companies merged) — 1988 to 2002
- **Vice President, Operations**

ORANGE COUNTY MENTAL HEALTH, Randolph, VT — 1979-1986
- **Various Positions**

Robert Boschen, Jr., CMA, MBA

WORK EXPERIENCE

Tri-County Community Action Program Falmouth, Maine — **Berlin, New Hampshire**
Chief Financial Officer — **June 2014 – Present**

- Chief Financial Officer responsible for financial operations and facilities management for a $20 million agency. Manage staff of 6.5 FTEs directly including the Facilities Manager position, which has additional staff.

Town of Falmouth — **Falmouth, Maine**
Director of Finance — **August 2011 – May 2014**

- Responsible for financial operations and reporting related to the $11 million budget for the Town – population 11,165 Responsible for the accounts payable for the combined Town/School budget of $42 million and investments of $30 million.

City of Waterville — **Waterville, Maine**
Director of Finance/Treasurer — **October 2006 – August 2011**

- Responsible for financial operations and reporting related to the $16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Finance area included, but is not limited to tax and fee collections, payroll, budgeting, accounting and financial analysis/forecasting, lien procedures and investments. Responsible for the accounts payable and payroll for the combined City/School budget of $36 million.

State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine Nov 2003 - Oct 2006
Director of Finance for the Office of Medical Services (Medicaid) — ***Aug 2005 – Oct 2006***
Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid) — ***Nov 2003 – Jul 2005***

- Responsible for financial operations, strategies and tactics for the over $2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.

M&H Logging and Construction — **Rangeley, Maine**
Controller — **September 2001 – November 2003**

- Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise. Company grew from 30 to 70 employees.

Franklin Community Health Network — **Farmington, Maine**
Controller — **October 1997 – September 2001**

- Reported directly to CFO for this rural health network that had about $63 million in revenues.

Aetna, Inc. and Aetna Life and Casualty — **September 1991- July 1997**
Aetna, Inc. - Aetna/US Healthcare - Midwest Region — ***Chicago, Illinois***
Director Planning and Budgeting — ***September 1996 - July 1997***

- Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). $52 million in operating expenses. $1.4 billion revenue. $375 million projected profit.

Aetna Life & Casualty Company - Pharmacy - Finance Department — ***Middletown, Connecticut***
Director/CFO - Finance — ***February 1994 - September 1996***

- Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
- $825 million in revenue in 1996. Exceeded $1.1 billion by 1997. Profits of $4 million in 1993 expanded to $32 million for 1996. Created 1996 to 1998 strategic plans.

Aetna Life & Casualty Company - Information Technology — ***Hartford, Connecticut***
Expense Management Consultant & Account Representative — ***September 1991 - February 1994***

United Technologies - Otis Elevator International/Hamilton Standard — **Connecticut**
Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin. — **February 1988 - September 1991**

Kaiser Permanente, Accountant - Medical Group — **Hartford, Connecticut, Dec 1986 - Feb. 1988**

KMG Main Hurdman, Tax Specialist — **Stamford, Connecticut, March 1986 - Dec 1986**

PROFESSIONAL ORGANIZATIONS & EDUCATION

- Member of Institute of Management Accountants
- Passed the Certified Public Accountant Examination.
- The University of Connecticut, Storrs, Connecticut — Master of Business Administration
- The University of Connecticut, Storrs, Connecticut — Bachelor of Science in Business Administration - Finance

ELAINE C. DAVIS

EDUCATION: Master of Science, Graduate Program in Community Mental Health, SNHU, Major - Co-occurring psychiatric and addictive disorders - 2005.
Master of Science in Human Services, Major in Community Psychology, Springfield College, 1994.
B.S., Human Services, Springfield College, 1991.

LICENSES: NH Licensed Clinical Mental Health Counselor – 2007-Prersent
NH Masters Licensed Alcohol Counselor and Drug Counselor – 1994-Present

AREAS OF EFFECTIVENESS:

Program Development

Developed, coordinated, and facilitated a Pre/natal substance abuse screening and early intervention program.

Revised, updated, and integrated hospital-wide discharge planning policy.

Implemented and facilitated Student Assistance Program for N.H.-SAU#7.

Initiated alternative forms of the therapeutic processes (i.e. meditative and guided imagery, relaxation techniques) for an inpatient residential substance abuse treatment facility.

Chaired, organized, and implemented a 2-year Strategic Plan for local human service agency with over 150 employees.

Management and Administration

Managed hospital social service department, to include all department head duties and supervision of hospital chaplain and utilization review RN, plus all direct service of hospital-related social work duties.

Implemented and coordinated all aspects of clinical treatment for North Country Shelter, North American Family Institute.

Managed Outpatient Clinical Substance Abuse Office for 13 months prior to administrative support hiring.

Management of private practice from 1994 - present, with numerous HMO/PPO contractual agreements, including DCYF-NH.

WORK HISTORY: Clinical Director – Friendship House, Bethlehem, NH – 6/18/12 - present
Private Practice in Psychotherapy - Gorham, NH - 7/2007 to present.
Clinical Coordinator, North American Family Institute - North Country Shelter, Jefferson, NH 3/2006 - 4/2007.
Supervision for Licensed Clinician Candidates since 2007.

Northern New Hampshire Mental Health and Disability Services, therapist and case manager, Berlin, NH - 2/2003 - 2/2006.

Addictions Counselor, Trainer, Lifestyle Consultant, Private Practice, Berlin/Gorham, NH 1/94 - 2/2003.

Director of Social Services, Androscoggin Valley Hospital, Berlin, NH 11/97 to 02/99

Founders Hall Outpatient, Substance Abuse Counselor, 2/91 to 1/94.

Northern N.H. Council on Alcoholism, Derby's Lodge, residential substance abuse counselor/program counselor/weekend manager (now Friendship House, Bethlehem, N.H.), 11/86 to 6/88 and 7/89 to 2/91.

Adjunct Faculty, Granite State College 2006 - Present.

Adjunct Faculty, Springfield College - 1995.

PROFESSIONAL ACTIVITIES: Member Coos County Coalition
Past member NH Coalition on Substance Abuse, Mental Health, & Aging.
Board Member of N.H. Alcohol and Drug Abuse Counselors Association.
Past Member, Androscoggin Valley Domestic Violence Council, Berlin, N.H.
Trainer for numerous community agencies, task forces, etc.
Member Berlin/Gorham Adolescent Drug Court Treatment Team
Member NH Attorney General/Office of Victim Witness Assistance Mental Health Provider Network

REFERENCES: Dr. Elizabeth Hess
856 Western Ave.
Berlin, NH 03570
603-752-4475

Kathryn Cote, MSW
485 Copenhagen St.
Waterbury, VT 05819
802-748-1700

Stephen Noyes, MSW
Ammonoosuc Community Health Services
25 Mt. Eustis Rd.
Littleton, NH 03561
603-444-2464

Kristy M. Letendre

Objective

To maintain a career in Human Services / Substance Abuse Administration while attaining skills to perform all tasks at maximum potential.

Education

PRESENT | WHITE MOUNTAINS COMMUNITY COLLEGE

· Major: Business Administration

ONGOING EDUCATION | NHADACA

· Ethics, Confidentiality, Trauma and Addiction, Seeking Safety

COSEMTOLOGY CERTIFICATE | MAY 2001 | LABARON BEAUTY ACADEMY

· Major: Cosmetology

HIGH SCHOOL DIPLOMA | JUNE 1996 | NEW BEDFORD HIGH SCHOOL

· Major: College Preparation

Skills & Abilities

PROFESSIONAL SKILLS

· Prime For Life Certified Instructor

· AED / CPR Certified

LEADERSHIP

· 2010 / Alumni Leadership North Country / White Mountains Community College

· WIPFLI 11th & 12th Annual Conference for Grant Funded Programs

Experience

· **Director | Tri-County CAP / Division of Alcohol & Drug Services | Present**

· **Associate Director | Tri-County CAP / Division of Alcohol & Drug Services | 12/08-04/14**

· **Administrative Assistant | Tri-County CAP / Division of Alcohol & Drug Services | 09/08-12/08**

· **Program Specialist | Tri-County CAP / Division of Alcohol & Drug Services | 05/04-09/08**

REFERENCES: AVAILABLE UPON REQUEST

Nathan Morin

Summary

A dedicated, highly-motivated professional that has experience in a variety of fields. Proficient in prioritizing and completing tasks in a timely manner, yet flexible to multitask when necessary. Enjoys learning new programs and processes. Excellent listening skills, oral and written communications. Comfortable in interacting with all levels of an organization and public. Able to make decisions independently and quickly.

Summary of Qualifications

Commitment to Community
Strategic Planning
Excellent communication skills, ability to listen
Ability to interpret information
Computer literate
Good organizational skills
Ability to establish trust and rapport with co-workers and public
Accountable, reliable and able to work independently

Professional Experience

Director of Operations

2015 to present

Tri-County Community Action Programs, Inc.

Division of Alcohol and other drug Services

President, Board of Directors

2013 to present

Family Resource Center - Gorham, NH

- Worked with Executive Director to develop a strategic plan.
- Review and monitor the performance of the Executive Director.
- Created a compensation package that will serve as the blue print for the compensation of future Executive Directors.
- Was instrumental in negotiating an appropriation of funds from the City of Berlin to cover a funding gap in the Project Youth After school Program.
- Review and approve annual budgets.
- Member of the Executive Director search committee.
- Actively involved in the recruitment of board members.
- Created an e-mail voting policy that enabled the Board of Directors to respond to the needs of the Family Resource Center and Executive Director in an efficient and timely manner.
- Responsible for the management of board business and act as the board facilitator and guide.
- Plan and manage board committee meetings.

Pharmacy Technician

July 2014 to February 2015

Androscoggin Valley Hospital – Berlin, NH

- Assisted the pharmacist in ensuring the appropriateness of medication doses by obtaining and entering patient information at the prescription intake window including weight, allergies, and other medications.
- Performed general cashier duties.
- Maintained adequate stock of medications and supplies. Followed procedures established for stock replacement. Followed non-formulary procedures.
- Ensured an environment that was clean, neat, and organized according to departmental standards.
- Completed and properly documented Daily and Monthly Activity checklists including expired drug checking, cleaning assignments, area inspections, and ordered supplies and forms.
- Demonstrated initiative when opportunities were presented as evidenced by successful completion of projects.

Social Media Analyst

February 2012 to August 2012

KDPaine and Partners – Berlin, NH

- Reviewed online news articles on behalf of clients such as Boeing and Lockheed Martin.
- Data gathered helped project managers analyze their presence in the media.
- Completed projects on time.

Pharmacy Technician

February 2006 to February 2012

Rite-Aid Pharmacy – Berlin, NH

- Received written prescriptions or refill requests and verified that information was complete and accurate.
- Maintained proper storage and security conditions for medications.
- Filled bottles with prescribed medications; typed and affixed labels.
- Assisted customers by answering questions and locating general merchandise.
- Referred patients to be counseled by the staff pharmacist when patients had specific questions about their medications.
- Billed insurance companies per company policy and procedures.
- Adhered to patient privacy laws as required by HIPAA.
- Received payments from customers using a computerized cash register.
- Reconciled cash balance for assigned register at the end of each shift.

Community Service

President, Board of Directors, Family Resource Center
2013 to present

Member, Berlin Board of Education
2006 to 2012

Co-Founder and Vice Chair, Committee for the advancement of Higher Education in the North Country
2002 to 2003

Board Member, Berlin Recreation and Parks Commission
1998 to 2000

Education

Duke University

Certificate in Paralegal Studies – January 2010

Plymouth State University

Bachelors of Science in Political Science – May 2005

References available upon request.

TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607
Website: www.tccap.org • E-mail: admin@tccap.org
Chief Executive Officer: Michael Coughlin

List of Key Administrative Personnel

		As of: February, 2016	This Contract	
Title	**Name**	**Annual Salary**	**Percentage**	**Amount**
Chief Executive Officer	Michael Coughlin	$140,000	0.00%	0
Chief Financial Officer	Robert Boschen	$100,000	0.00%	0
Division Director, Alcohol & Other Drugs	Kristy Letendre	$49,920	85%	42,432
Clinical Director	Elaine Davis	$55,000	85%	46,750
Director of Operations	Nathan Morin	$37440	85%	29,952

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-14)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Youth Council		1.4 Contractor Address 112 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603 889-1090 x 315	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation $103,000.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Elizabeth G Haude		1.12 Name and Title of Contractor Signatory Elizabeth G Haude Executive Director	

1.13 Acknowledgement: State of , County of

On 2/26/2016 , 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

April Couture, Notary

1.14 State Agency Signature Kathleen A Dunn Date: 3/1/16	1.15 Name and Title of State Agency Signatory Kathleen A Dunn Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Yount Asst. Attorney On: 3/7/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 2/26/14

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date 2/26/16

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials GNH
Date 2/24/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Definitions

2.1. Adolescents: Adolescents are individuals under the age of 18.

2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: http://www.asam.org/

2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: http://www.asam.org/publications/the-asam-criteria

2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171.

2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.

2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), http://www.nrepp.samhsa.gov/ViewAll.aspx

2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:

1. The service is based on a theoretical perspective that has validated research; or
2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the general adolescent population in Section 3.2 who:

3.1.1. Have a substance use disorder; and

3.1.2. Have income below 400% Federal Poverty Level; and

3.1.3. Are Residents of New Hampshire; or

3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the population as follows:

3.2.1. Adolescents;

3.2.2. Pregnant adolescent women;

3.2.3. Adolescent women with dependent children;

3.2.4. Adolescent injection drug users;

3.2.5. Adolescents with co-occurring substance use and mental health disorders;

3.2.6. Adolescents who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.3. The Contractor shall submit for Department approval, changes to the evidence-based practices in Section 4.2, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a

current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.1.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC): or

6.1.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.1.1.3. A MLADC or LADC

6.1.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web

Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;

3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occuring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.7. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be

addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at

http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on

authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

17.1. A residential facilities license from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

18. Staffing Requirements

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

18.4.6. Content that covers the:

18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;

18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.

18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

18.8.1. The contract requirements;

18.8.2. Requirements in Exhibit K;

18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and

18.8.4. All other relevant policies and procedures provided by the Department.

18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price

limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of $75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of $75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of $100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or

retained employment or the client reports returning to or staying in school at the time of contact.

3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive $1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
   a. Total number of clients screened for services
   b. Number of client screened appropriate for services
   c. Number of clients engaging in services who's payer was:
      i. This contract
      ii. New Hampshire Health Protection Plan
      iii. New Hampshire Medicaid
      iv. Medicare
      v. Private Insurance
      vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.

22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.

22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

22.8. Liquidated damages in the amount of $2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.

22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

23.1.1. A citation to the Contract provision violated.

23.1.2. The remedies to be applied and the date the remedies shall be imposed.

23.1.3. The basis for the Department's determination that the remedies shall be imposed.

23.1.4. A request for a Corrective Action Plan.

23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the

applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual

on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or

2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.9.3. Case management activities to ensure that individuals receive such services.

24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

24.3.10.1. To pregnant and injecting drug users first.

24.3.10.2. To other pregnant substance users second.

24.3.10.3. To other injecting drug users third.

24.3.10.4. To all other individuals fourth.

24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

24.3.13. The program makes continuing education in treatment services available to employees who provide the services.

24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:

24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction

of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.

4. Method for Charging Services under this Contract
   4.1. The Contractor agrees to:

      4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
      4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
      4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:

      4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
      4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 7, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
      4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

Department the balance (the Contract Rate less the private insurer and the client cost shares).

4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 7 Sliding fee scale for the client's applicable income level.

4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.

4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 as follows:

5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

5.4. Batch and transmit the encounter notes upon Department approval for the billing month.

5.4.1. Submit separate batches for each billing month.

5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

6. Payment for Crisis Services to Existing Clients and their Significant Others:

6.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

7. Sliding Fee Scale

7.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 as follows:

7.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

7.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
7.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
7.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
7.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
7.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
7.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
7.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

8. Non Reimbursement for Services
8.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

8.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
8.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
8.1.3. Services covered by Medicare for clients who are eligible for Medicare.
8.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 8.1.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. Funding may not be used to replace funding for a program already funded from another source.

11. The Contractor will keep records of their activities related to Department programs and services.

12. 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.

13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

        14.2.1. Make cash payments to intended recipients of substance abuse services.
        14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
        14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
        14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

    14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

        14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or

local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
    a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	$20.00	15 min	$200 of combined individual & group per week, per client
Group Outpatient	$6.00	15 min	
Continuous Recovery Monitoring - Attempted	$15.00	Per 3 attempted contacts over the course of at least 1 week	$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	$15.00	15 min	$160 per week, per client

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.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials GMH
Date 4/26/16

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

2/26/16
Date

Name: Elizabeth G. Hude
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

2/26/14
Date

Name: Elizabeth G. Hude
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

2/26/16
Date

Name:
Title:

Contractor Initials CSH
Date 2/26/16

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.

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:

2/26/16
Date

Name: Elizabeth G. Houde
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

2/26/16
Date

Name: Elizabeth G. Houde
Title: 2/26/16

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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.

Department of Health & Human Services	The Youth Council
The State	Name of the Contractor
Kathleen Dunn	Elizabeth G. Houde
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Elizabeth G. Houde
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
3/1/16	2/26/16
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

2/26/14
Date

Elizabeth G Houde
Name: Elizabeth G Houde
Title: Executive Director

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 048635601

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
   1.1.1. Ownership;
   1.1.2. Physical location;
   1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
   1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
   1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
   1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
   1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
   1.2.2.3. Copies of applicable licenses for the new administrator;
   1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
   1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
   1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
   1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
   2.1.1. The facility premises;
   2.1.2. All programs and services provided under the contract; and
   2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
   3.1.1. Requiring a contractor to submit a plan of correction (POC);
   3.1.2. Imposing a directed POC upon a contractor;
   3.1.3. Suspension of a contract; or
   3.1.4. Revocation of a contract.

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  3.2.1. Identifies each deficiency;
  3.2.2. Identifies the specific remedy(s) that has been proposed; and
  3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
3.3. A POC shall be developed and enforced in the following manner:
  3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    3.3.1.1. How the contractor intends to correct each deficiency;
    3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  3.3.2. The department shall review and accept each POC that:
    3.3.2.1. Achieves compliance with contract requirements;
    3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  3.9.1. Reviewing materials submitted by the contractor;
  3.9.2. Conducting a follow-up inspection; or
  3.9.3. Reviewing compliance during the next scheduled inspection;
3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
   4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
   4.6. The contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The contractor shall post the following documents in a public area:
      4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
   4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
   4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.

4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

4.21.1. Client rights, grievance and appeals policies and procedures;

4.21.2. Progressive discipline, leading to administrative discharge;

4.21.3. Reporting and appealing staff grievances;

4.21.4. Policies on client alcohol and other drug use while in treatment;

4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;

4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.21.7. Policies and procedures for holding a client's possessions;

4.21.8. Secure storage of staff medications;

4.21.9. A client medication policy;

4.21.10. Urine specimen collection, as applicable, that:

4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.21.10.2. Minimize falsification;
4.21.11. Safety and emergency procedures on the following:
4.21.11.1. Medical emergencies;
4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.21.11.3. Reporting employee injuries;
4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.21.11.5. Emergency closings;
4.21.11.6. Posting of the above safety and emergency procedures.
4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.21.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;
6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;

7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.

7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The contractor's infection prevention program;
7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;

7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:

7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and

7.4.1.5. The dated signature of the licensed health practitioner;

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:

7.6.1. A completed application for employment or a resume, including:

7.6.2. Identification data; and

7.6.3. The education and work experience of the employee;

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position;

7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;

7.6.8. Records of screening for communicable diseases results required in 7.4 above;

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;

7.6.10. Documentation of annual in-service education as required by 7.3.6 above;

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.

7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.

8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:

8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire–MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;

8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;

8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.1.4. Supervision shall include following techniques:

8.1.4.1. Review of case records;

8.1.4.2. Observation of interactions with clients;

8.1.4.3. Skill development; and

8.1.4.4. Review of case management activities; and

8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;

8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.

9. Clinical Services.

9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.

9.2. All clinical services provided shall:

9.2.1. Focus on the client's strengths;

9.2.2. Be sensitive and relevant to the diversity of the clients being served;

9.2.3. Be client and family centered;

9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and

9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:

9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;

10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;
11.2.2. The client's psychosocial substance abuse history and legal history;
11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
11.2.4. The reason for discharge or transfer;
11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
11.2.7. A continuing care plan, including all ASAM domains;
11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:
11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
11.5.1. The discharge summary;
11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
11.5.3. A diagnostic assessment statement and other assessment information, including:
11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and

12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;

12.2.4. Fourth section, Discharge Planning:

12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;

12.2.5. Fifth section, Releases of Information/Miscellaneous:

12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

12.2.5.2. Any correspondence pertinent to the client; and

12.2.5.3. Any other information the contractor deems significant.

12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.

12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.

12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.

12.6. All confidential information shall be maintained within a secure storage system at all times as follows:

12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;

12.6.2. All electronic files shall be password protected; and

12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.

12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:

12.6.4.1. For a minimum of 7 years for an adult; and

12.6.4.2. For a minimum of 7 years after age of majority for children.

12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another contractor; or

12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and
13.2.6. The date ordered.
13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
13.4.1. All medications shall be kept in a storage area that is:
13.4.1.1. Locked and accessible only to authorized personnel;
13.4.1.2. Organized to allow correct identification of each client's medication(s);
13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
13.4.1.4. Equipped to maintain medication at the proper temperature;
13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
13.8. For each medication taken, staff shall document in an individual client medication log the following:
13.8.1. The medication name, strength, dose, frequency and route of administration;
13.8.2. The date and the time the medication was taken;
13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
13.8.4. The reason for any medication refused or omitted.
13.9. Upon a client's discharge:
13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
14.2. Every program within the service delivery system shall post notice of the rights, as follows:
14.2.1. The notice shall be posted continuously and conspicuously;
14.2.2. The notice shall be presented in clear, understandable language and form; and
14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.
15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.
16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.

17. Client Confidentiality
17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.

18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.

19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:

19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:

19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and
19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and
19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.
    20.1. A client shall be terminated from a contractor's service if the client:
        20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
        20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
        20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
        20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
        20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
    20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
        20.2.1. Give the effective date of termination;
        20.2.2. List the clinical or management reasons for termination; and
        20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
    20.3. A contractor shall document in the record of a client who has been terminated that:
        20.3.1. The client has been notified of the termination; and
        20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
    21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
        21.1.1. The right to a safe, sanitary and humane living environment;
        21.1.2. The right to privately communicate with others, including:
            21.1.2.1. The right to send and receive unopened and uncensored correspondence;
            21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
            21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
        21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
        21.1.4. The right to privacy, including the following:
            21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
            21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
            21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
        21.1.5. The right to individual choice, including the following:
            21.1.5.1. The right to keep and wear their own clothes;
            21.1.5.2. The right to space for personal possessions;
            21.1.5.3. The right to keep and to read materials of their own choosing;
            21.1.5.4. The right to keep and spend their own money; and

21.1.5.5. The right not to work and to be compensated for any work performed, except that:

21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and

21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.

21.3. Clients shall be informed of any house policies upon admission to the residence.

21.4. House policies shall be posted and such policies shall be in conformity with this section.

21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.

21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:

21.6.1. Upon the client's admission to the program; and

21.6.2. If probable cause exists, including such proof as:

21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or

21.6.2.2. Showing physical signs of intoxication or withdrawal.

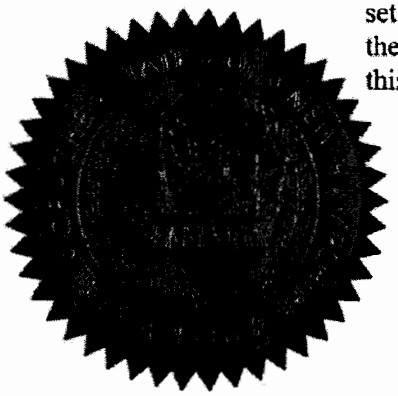
[redacted]

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 THE YOUTH COUNCIL is a New Hampshire nonprofit corporation formed January 14, 1975. 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 7th day of May A.D. 2015



William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Christine Stein do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Youth Council
(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 19, 2009
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 26 day of February 2016.
(Date Contract Signed)

4. Elizabeth G. Houde is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Christine Stein
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 26 day of February, 2016,

By Christine Stein
(Name of Elected Officer of the Agency)

Donna C Clarkson
(Notary Public/~~Justice of the Peace~~)

DONNA C. CLARKSON
MY COMMISSION EXPIRES FEB. 22, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

(NOTARY SEAL)

Commission Expires: February 22, 2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2015

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
Eaton & Berube Insurance Agency
11 Concord Street
Nashua NH 03061

CONTACT NAME: Cathy Beauregard
PHONE (A/C, No, Ext): 603-689-7229 **FAX (A/C, No):**
E-MAIL ADDRESS: cbeauregard@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companies	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
YOUCO
The Youth Council, Inc & NH Teen Institute
110-115 West Pearl Street
Nashua NH 03060

COVERAGES **CERTIFICATE NUMBER:** 1458890623 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC			PHPK1182552	6/18/2015	6/18/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PHPK1182552	6/18/2015	6/18/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB461021	6/18/2015	6/18/2016	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			PHPK1182552	6/18/2015	6/18/2016	$1,000,000 $3,000,000	Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

DHHS
129 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
Marc L Berube

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The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OEG
R054

DATE (MM/DD/YYYY)
1/27/2016

THIS CERTIFICATEIS 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 SUBROGATIONIS 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	CONTACT NAME:	
AUTOMATIC DATA PRCSNG INS AGCY/NE 250719 P: F: PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Hartford Ins Co of the Midwest	37478
INSURED THE YOUTH COUNCIL, INC. 112 W PEARL ST NASHUA NH 03060	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG NP3067	06/18/2015	06/18/2016	X PER STATUTE ☐ 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)

Those usual to the Insured's Operations. NH States is covered under WC Policy.

CERTIFICATE HOLDER

New Hampshire
Department of Health and Human Services
129 PLEASANT ST
CONCORD, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marc Maillet

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The ACORD name and logo are registered marks of ACORD

The YOUTH COUNCIL
Helping families flourish

MISSION STATEMENT

Our mission is to build strong families – free from abuse, neglect, alcohol and other drug addiction through counseling, outreach and prevention.

112 West Pearl Street, Nashua, NH 03060 • (603) 889-1090 • FAX (603) 598-1703 • www.theyouthcouncil.org

THE YOUTH COUNCIL, INC.

Financial Statements

For The Year Ended June 30, 2015

Seelye & Schulz
P.A., Certified Public Accountants

Independent Auditors' Report

To The Board of Directors
The Youth Council, Inc.
Nashua, New Hampshire

We have audited the accompanying financial statements of The Youth Council, Inc., which comprise the statement of financial position as of June 30, 2015 and the related statements of activities, functional expenses, and cash flows for the year 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 audit opinion.

451 Amherst St.
Nashua, N.H. 03063
(603) 886-1900

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Youth Council, Inc. as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Nashua, NH
January 18, 2016

THE YOUTH COUNCIL, INC.
STATEMENT OF FINANCIAL POSITION
June 30, 2015

ASSETS

CURRENT ASSETS	
Cash	$ 35,181
Accounts receivable, net of allowance for bad debt of $500	41,300
Promises to give	49,115
Prepaid expenses	4,065
	129,661
PROPERTY & EQUIPMENT	
Building	289,622
Land	28,397
Furniture & fixtures	48,112
Building improvements	279,615
	645,746
Less accumulated depreciation	352,750
	292,996
OTHER ASSET	
Loan fees, net of amortization of $557	4,222
	$ 426,879

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Current portion of long-term debt	$ 8,548
Accounts payable and accrued expenses	22,322
Deferred revenue	8,100
Accrued payroll	13,890
Accrued select time	10,900
Accrued and withheld payroll taxes	1,063
	64,823
LONG-TERM DEBT, net of current portion	344,956
OTHER LIABILITIES	
Security deposit	2,733
NET ASSETS	
Unrestricted (deficit)	(44,434)
Temporarily restricted	58,801
	14,367
	$ 426,879

The Accompanying Notes Are An Integral Part of These Financial Statements.

THE YOUTH COUNCIL, INC.
STATEMENT OF ACTIVITIES
For The Year Ended June 30, 2015

	Unrestricted	Temporarily Restricted	Total 2015
SUPPORT AND REVENUE			
Support			
NH Division of Alcohol and Drug Abuse Prevention and Recovery	$ 75,013	$ -	$ 75,013
NH Dept of Juvenile Justice	57,485	-	57,485
Grants	69,796	9,686	79,482
City of Nashua	102,462	35,000	137,462
United Way	37,675	14,115	51,790
Contributions	7,816	-	7,816
Special events	10,276	-	10,276
	360,523	58,801	419,324
Revenue			
Client fees and third party reimbursements	61,572	-	61,572
Consulting services	63,270	-	63,270
Other	2,065	-	2,065
Commercial rental - income	26,924	-	26,924
Commercial rental - expenses Note E	(51,166)	-	(51,166)
	102,665	-	102,665
TOTAL SUPPORT & REVENUE	463,188	58,801	521,989
NET ASSETS RELEASED FROM RESTRICTIONS:			
Satisfaction of time restrictions	12,725	(12,725)	-
	475,913	46,076	521,989
EXPENSES			
Program services			
Family Abuse & Neglect	105,134	-	105,134
Delinquent & Pre-delinquent	181,616	-	181,616
Treatment & Prevention of Substance Abuse	78,010	-	78,010
Consulting Services	59,815	-	59,815
	424,575	-	424,575
Management and General	56,024	-	56,024
Fundraising	4,803	-	4,803
TOTAL EXPENSES	485,402	-	485,402
INCREASE (DECREASE) IN NET ASSETS	(9,489)	46,076	36,587
NET ASSETS (DEFICIT), Beginning of Year	(34,945)	12,725	(22,220)
NET ASSETS (DEFICIT), End of Year	$ (44,434)	$ 58,801	$ 14,367

The Accompanying Notes Are An Integral Part of These Financial Statements.

THE YOUTH COUNCIL, INC.
STATEMENT OF CASH FLOWS
For The Year Ended June 30, 2015

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	$ 36,587
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation and amortization (Program expense)	9,265
Depreciation and amortization (Rental expense)	13,013
Change in assets and liabilities:	
(Increase) decrease in accounts receivable	(13,958)
(Increase) decrease in promises to give	(36,390)
(Increase) decrease in refundable income taxes	1,670
(Increase) decrease in prepaid expenses	(1,533)
Increase (decrease) in accounts payable	3,187
Increase (decrease) in deferred revenue and refundable advances	(10,600)
Increase (decrease) in accrued payroll, select time and withheld payroll taxes	399
Net cash provided by operating activities	1,640
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of equipment	(13,559)
Increase in security deposit	1,650
Net cash used in investing activities	(11,909)
CASH FLOWS FROM FINANCING ACTIVITIES	
Payment of long term debt	(7,896)
Net cash used in financing activities	(7,896)
Net decrease in cash and cash equivalents	(18,165)
Cash and cash equivalents, beginning of year	53,346
Cash and cash equivalents, end of year	$ 35,181

The Accompanying Notes Are An Integral Part of These Financial Statements.

THE YOUTH COUNCIL, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2015

	PROGRAM SERVICES							
	Family Abuse & Neglect	Delinquent & Pre-delinquent	Treatment & Prevention of Substance Abuse	Consulting Services	Total Program Services	Management & General	Fundraising	2015 Total
Salaries - staff - Note H	$ 75,074	$ 99,046	$ 51,647	$ 49,656	$ 275,423	$ 30,099	$ 2,400	$ 307,922
Payroll taxes	5,713	7,537	3,930	3,779	20,959	2,626	183	23,768
Health insurance	7,053	9,306	4,852	4,665	25,876	3,242	225	29,343
Audit	-	-	-	-	-	5,800	-	5,800
Bad debt	-	-	1,166	-	1,166	-	-	1,166
Bank charges	-	-	-	-	-	2,713	-	2,713
Computer supplies & services	869	1,208	551	-	2,628	699	65	3,392
Consultant	-	-	-	-	-	220	-	220
Dues & subscriptions	-	50	326	-	376	1,564	-	1,940
Fundraising	-	-	-	-	-	-	1,111	1,111
Insurance	2,195	3,051	1,393	-	6,639	1,766	163	8,568
Interest	1,554	3,747	1,751	-	7,052	627	56	7,735
Maintenance & repairs	3,057	7,942	3,719	-	14,718	1,008	88	15,814
Meetings	175	244	111	-	530	141	13	684
Miscellaneous	200	278	127	-	605	199	15	819
Office expense & supplies	1,281	1,781	813	-	3,875	1,032	95	5,002
Other fees	20	28	13	-	61	17	2	80
Parking	1,170	1,625	742	-	3,537	942	87	4,566
Postage	333	462	211	-	1,006	268	25	1,299
Printing	86	119	54	-	259	69	6	334
Program costs	108	31,333	145	1,715	33,301	-	-	33,301
Supplies	190	264	121	-	575	153	14	742
Telephone	1,024	1,423	649	-	3,096	824	76	3,996
Training	223	310	141	-	674	179	17	870
Travel	524	728	333	-	1,585	422	39	2,046
Utilities	2,049	5,323	2,493	-	9,865	676	59	10,600
Total Expenses Before Depreciation and Amortization	102,898	175,805	75,288	59,815	413,806	55,286	4,739	473,831
Depreciation and amortization expense	2,236	5,811	2,722	-	10,769	738	64	11,571
Total Expenses	$ 105,134	$ 181,616	$ 78,010	$ 59,815	$ 424,575	$ 56,024	$ 4,803	$ 485,402

The Accompanying Notes Are An Integral Part of These Financial Statements.

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Agency provides counseling, diversion programs, and onsite services designed to strengthen families, improve decision-making skills, and reduce involvement with the legal system for children, teens, and families struggling with abuse, neglect, substance abuse, behavioral difficulties, and parenting stress. Additional services provided to third parties relating to drug programs and counseling to various schools and organizations.

Accounting Method

Support, revenue and expenses are recorded on the accrual basis of accounting. Contract revenue is recognized when services are rendered. Donations are recorded when unconditionally pledged. Expenses are recorded when the obligation has been incurred.

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Agency that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Financial Statement Presentation

The Agency reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, and temporarily and permanently restricted net assets.

Unrestricted net assets – Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Temporarily and permanently restricted net assets – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency or the passage of time, or are permanent in nature. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Accounts Receivable

The Agency utilizes the reserve method of accounting for bad debts. Management determines the allowance based on its historical information and a review of the individual balances. A reserve of $500 was required as of June 30, 2015.

Property, Equipment and Depreciation

Property and equipment is recorded at cost (or fair market value if donated) and is depreciated using the straight-line method over estimated useful lives as follows:

Description	Life
Building	30 years
Furniture & fixtures	3-7 years
Building improvements	7-31.5 years

Other Assets

Loan fees are being amortized on the straight line basis over ten years. Amortization expense for the year ended June 30, 2015, was $478.

Cash Flows

For purposes of the statement of cash flows, the Agency considers all short-term securities purchased with a maturity of three months or less to be cash equivalents.

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Youth Council, Inc. is generally exempt from income taxes pursuant to the Internal Revenue Code Section 501(c)(3). However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income.

The current year unrelated business income tax is zero.

The Agency's income tax filings are subject to audit by various taxing authorities. As of June 30, 2015, the Agency's open audit periods included years ending June 30, 2012 through 2015. The Agency believes it has met all the requirements to maintain its not-for-profit status.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

NOTE B. NOTE PAYABLE

The Youth Council, Inc. was obligated on the following note at June 30, 2015:

Note payable bank, interest at 4.5%, payable in monthly installments of $2,022, secured by real estate. In May 2024 the remaining principal becomes a demand note	$ 353,504
Less current portion	8,548
	$ 344,956

NOTE B. NOTE PAYABLE (Continued)

Annual principal payments for the next five fiscal years are as follows:

Fiscal Year End June 30,	Principal
2016	$ 8,548
2017	8,940
2018	9,351
2019	9,781
2020	10,230
Thereafter	306,654
	$ 353,504

NOTE C. REVOLVING LINE OF CREDIT

The Agency has a $25,000 revolving line of credit with Enterprise Bank and Trust that was unused as of June 30, 2015. Amounts borrowed on the credit line are payable on demand and carry an interest rate of prime rate plus 1% (4.25% at June 30, 2015). The credit line is secured by a security interest in all The Youth Council, Inc.'s assets and assignment of rents.

NOTE D. SATISFACTION OF USAGE RESTRICTIONS

Net assets are released from donor restrictions by incurring expenses that satisfy use restrictions or the passage of time restrictions.

The following net assets were released from restrictions during the year ended June 30, 2015:

Program and management services	$ 12,725

NOTE E. COMMERCIAL RENTAL EXPENSES

Rental expenses relate to the 58% of the Agency's building that was rented to others and consist of the following:

Depreciation & amortization	$ 10,705
Tax preparation	500
Insurance	6,804
Building repairs	4,591
Utilities	6,435
Interest	9,578
Bad debt	8,686
Real estate taxes	3,867
	$ 51,166

NOTE F. PENSION PLAN

The Agency adopted a qualified 403(b) retirement plan for employees who are at least 21 years of age, working at least 30 hours per week, and have completed 30 days of employment. The plan allows for employee contributions in accordance with the Internal Revenue Code. There is no provision for a contribution by the Agency.

NOTE G. RESTRICTED NET ASSETS

Temporarily restricted assets result from funding, which has either a time or usage restriction placed on it by the funding source. The balance consists of the following amounts allocated to the following year:

United Way	$ 14,115
Program support	9,686
City of Nashua	35,000
	$ 58,801

NOTE H. MANAGEMENT SERVICES AFFILIATE

The Agency was engaged by an unrelated party to provide bookkeeping services. Service fees totaling $4,404 were recorded as a reduction of administrative staff payroll in the accompanying Statement of Functional Expenses.

NOTE I. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2015, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

NOTE J. SUBSEQUENT EVENTS

Management has evaluated events through date January 18, 2016, the date that the financial statements were available to be issued.

The YOUTH COUNCIL
Helping Families Flourish

Board of Directors – January 2016

PRESIDENT **Christine Stein (2011)** BAE Systems [redacted]	**Debra Farrar (2012)** People's United Bank 125 Daniel Webster Highway Nashua, NH [redacted]	
VICE PRESIDENT **Sgt. Todd Martyny (2013)** Nashua Police Dept. Panther Drive Nashua, NH 03061 [redacted]	**John Phelan (2015)** Enterprise Bank Main Street Nashua, NH [redacted]	
TREASURER **Larry Szetela (1989)** ***Past President*** Laurence Szetela, CPA 76 Northeastern Blvd #36 Nashua, NH 03062 [redacted]	**Carol Powis (2015)** New Sky Productions Front Street Nashua, NH [redacted]	
SECRETARY **Carolyn Oguda (2011)** HealthCare Consultant [redacted]	**Janet Valuk (2015)** Nashua Prevention Coalition c/o United Way of Greater Nashua 20 Broad Street Nashua, NH 03060 [redacted]	
Betsy Houde (non-member), Executive Director **(1996)** 112 W. Pearl Street Nashua, NH 03060 **bhoude@theyouthcouncil.org**		[redacted]

ELIZABETH G. HOUDE

[redacted]

SUMMARY

Proven professional providing proactive leadership for nonprofits and community coalitions. Skills include leading teams, communicating effectively, analyzing data, solving problems, building infrastructure and implementing ideas. In addition, I am a compelling speaker, presenter, writer and am skilled at developing and managing budgets.

STRATEGIC LEADERSHIP

Consultant. Community Health Institute, Bow, NH, 2013 – present. Subcontracted to improve the quality, visibility and sustainability of 18 juvenile court diversion programs in New Hampshire.

Executive Director. The Youth Council, Nashua, NH, 1996 – present. Spearheaded infrastructure-building effort of 23-year-old nonprofit to offer innovative, award-winning programs with outcome measures and evidence-based practices. Developed numerous contractual relationships with area schools, police and other nonprofits. Recognized with several awards including:

New Futures, *Dr. Tom Fox Excellence Award* (2013)
Nashua Telegraph, named one of *Greater Nashua's 25 Extraordinary Women* (2013).
Rotary Club of Nashua West, *Award of Excellence, Creative Idea Award* (2006).
WMUR and Citizens Bank, *Community Champion* (2002).
New Hampshire Children's Trust Fund, *Outstanding management in program evaluation* (2000).
NH Governor Jeanne Shaheen, *Commendation for excellence in leadership* (1999).
Rivier College, *Distinguished contributions to students and the community* (1999).

Project Director. Merrimack Safeguard, 2010 – present. Appointed to lead assessment, capacity building and planning for community coalition. Spearheaded development of logic model and action plan and facilitated infrastructure development including volunteer leadership, by law creation and branding. Developed system tools to promote accountability and follow-through.

Executive Director. NH Teen Institute, 2007 - 2010. Facilitated sustainability of 24-year-old nonprofit. Revitalized mission, introduced evidence-based practice, spearheaded shift to the next developmental stage. Facilitated board transition, policies and practices toward heightened accountability. Transitioned to new leadership in January 2011.

STATEWIDE SYSTEMS IMPROVEMENT

Governor's Commission on Alcohol and Other Drugs. Public Member. 2001 – 2013. Appointed to an advisory capacity regarding the effective and coordinated substance abuse service delivery. Executive Committee member. Prevention Task Force, 2010 – present.

Reclaiming Futures. Advisory Board. 2002 – 2007. Appointed to NH District Court's initiative to connect courts, communities and substance-involved youth. Reviewed best practices toward developing coordinated system of care.

New Futures. 2001 – 2005. Member, Board of Directors, 2001 - 2003. Appointed to board devoted to policy and programming reducing underage drinking and increasing access to treatment. Served on Executive Committee. Invited to join National Advisory Board of Adolescent Treatment Initiative in 2004.

Endowment for Health. 1999 – 2002. Appointed by Attorney General as founding board member of $85million health care conversion foundation. Served on steering committee, named co-chair of first Program Development Committee, and as board liaison to grant review team recommending $2.5million of initial grant awards.

COMMUNICATION SKILLS

Web Design. Designed and manage multiple web sites including NH Court Diversion Network, Merrimack Safeguard, Nashua Prevention Coalition, Empty Nest Glassworks, Houde Studios (all WordPress) and The Youth Council (Accrisoft Freedom).

Leadership Fellow, Robert Wood Johnson Foundation, 2002 - 2006. Selected as one of 10 emerging leaders toward building personal and professional leadership skills. Authored *Leaders Unmasked: A Celebration of Guts and Grace.*

Director of Program Management /Community Relations, 1993-1996. Nashua Children's Home, Nashua, New Hampshire. Promoted to created positions, presented at workshops from Boys Town to Washington, DC.

Clinical Experience, 1983-1993. Nashua Children's Home. Counseled children, teens and families. Served as Family Program Supervisor, Therapist and Residential Counselor.

COMMUNITY LEADERSHIP

President, 2013-14. Rotary Club of Nashua West. Member, 1997 - present. Board of Directors 2008 – 2015. Membership chair 2007- 2012. Volunteer Coordinator 2004 – present; Special Projects chair 2005 – 2007;

Leadership Greater Nashua, a program of the Nashua Chamber of Commerce, 1999.

Community Needs Assessment Committee, 1999 – present. United Way of Greater Nashua.

Nashua Mayor's Task Force on Youth. 1997 – 2002.

Rivier College Counseling Advisory Board. 1993 - 2000.

Child Welfare Advisory Board. 1997–2000.

State Leadership Team. Concord, NH. 1995 - 1996.

Network. Nashua, NH. 1993 - 1997.

Child Welfare League of America. Washington, DC. 1993 - 1996. Served on *Family-Focused Working Group* comprised of leaders in family- centered care from around the country. Contributed two articles to CWLA's *Mapping a New Direction Resource Guide.*

SMALL BUSINESS OWNER

Lampwork Artist, Empty Nest Glassworks, 2008 – present. Launched small business hand-melting glass gifts using oxygen/propane torch and glass rods. Developed web site, all marketing materials and launched Facebook fan page with over 175 members. Member of The Craftworkers' Guild, Bedford, NH since 2014.

EDUCATION

WordPress, web design, 2013.

Community Coalition Planning, engaging and motivating teams, CADCA National Coalition Academy, 2011.

Project Connect, a Robert Wood Johnson initiative to train emerging leaders to work with elected officials, 2003.

Radiant Communication Strategies, a consultative training to develop communications skills, 2002.

Master of Arts in Counseling, with distinction. Rivier University, Nashua, New Hampshire, 1990.

Bachelor of Arts, cum laude. Connecticut College, New London, Connecticut, 1983. Majors: Sociology-Based Human Relations and Child Development. Dean's List, American Association of University Women Award.

Zaremba
Patricia A. Duffy, MA, LCMHC
[redacted]

Professional Experience:

THE YOUTH COUNCIL, Nashua, NH *12/08-Present*

- **Clinical Director** – Monitor clinical services provided by the agency's therapists. Supervise the development of therapists toward licensure and mentor licensed therapists to a higher degree of professionalism and clinical knowledge. Oversee the development of Master-level interns. Provide assessment, treatment planning, and psychotherapy services to children, adolescents and families.
  3/12-present
- **Clinical Site Supervisor** – Provide supervision to Master-level interns.
  9/11-present
- **Psychotherapist** – Provide therapy to children, adolescents and families, both at the agency and as needed at the high school and middle school in Merrimack, NH. Collaborate on a regular basis with professionals in the community as well as school personnel.
  12/08-present

COMMUNITY COUNCIL OF NASHUA, Nashua, NH *1996-2008*

- **Psychotherapist** – Provided outpatient therapy to children, adolescents and families. Clinical responsibilities also included assessment and diagnosis, treatment planning, crisis intervention and psycho-education. As a member of a multi-disciplinary team, consulted and collaborated with agency colleagues, as well as professionals in the community. Member of the Dialectical Behavior Therapy consultation team.
  8/96-11/08
- **Emergency Services Clinician** – Assisted clients in accessing support, and managing current crisis and psychosocial stressors. Assessed risk level and developed plan to address crisis. Collaborated with on-call psychiatrist and emergency room as necessary.
  7/06-11/08
- **Representative to Nashua Network** – Served as the agency's representative to the Nashua Network, an association of community agencies coming together to discuss issues and programs related to youth and families.
  2000-2006

UNIVERSITY OF MASSACHUSETTS, Lowell, MA *1994-1995*

- **Counseling Intern** – Provided therapy for undergraduate students dealing with a range of issues including eating disorders, sexual abuse, anxiety, depression, relationship/family issues, and dependency and separation issues. Co-facilitated weekly support group for adults returning to school.

RAPE AND ASSAULT SUPPORT SERVICES, Nashua, NH *1993-1996*

- **Volunteer Advocate and Group Facilitator** – Worked on the crisis line offering intervention and support to victims of sexual assault, childhood sexual abuse and domestic violence. Co-facilitated a weekly group for victims of domestic violence.

NEW YORK HOSPITAL – CORNELL MEDICAL CENTER,
White Plains, NY *1979-1980*

- **Mental Health Worker** – Provided therapeutic care for emotionally handicapped children ages 6-12 in a residential setting. Assisted in the development and implementation of treatment planning.

Education:

Rivier College, Nashua, NH May 1995
MA in Counseling with an emphasis in Clinical Psychotherapy

Mercy College, Dobbsferry, NY 1976
Major: Behavioral Sciences Minor: Elementary/Special Education

Professional Associations:

National Certified Counselor with NBCC
New Hampshire Mental Health Counselors' Association

Professional License:

New Hampshire Licensed Clinical Mental Health Counselor

Lindsey Bergeron

Work Experience

May 2008 – Present | The Youth Council | Nashua, NH

Clinical Mental Health Counselor

- Provide individual, family and group counseling services to children, adolescents and young adults
- Provide school-based substance abuse counseling services in area high school
- Provide therapeutic intervention services for the Court Diversion Program, Alternative Suspension Center and Community Intervention Collaboration
- Complete substance use evaluations to determine level of use and develop appropriate treatment recommendations and submit appropriate reports to referring agency, if applicable
- Assist in the development of therapeutic programs within the agency
- Supervise Master Level Clinical Interns
- Coordinate telephone intake assessments and referrals; check health insurance eligibility and obtain authorization for services

Jan 2014 – Present | Spidaliere Psychological Associates | Nashua, NH

Clinical Mental Health Counselor

- Provide individual and family counseling services to children, adolescents and young adults

Sept 2007 – May 2008 | The Youth Council | Nashua, NH

Master Level Clinical Intern

- Provided individual, family and group counseling services to children, adolescents and young adults
- Provided school-based counseling services through the Student Assistance Program
- Educated elementary school aged children about personal safety through the Child Assault Prevention Project
- Provided therapeutic intervention services for the Court Diversion Program and Alternative Suspension Center programs
- Completed telephone intake assessments
- Co-facilitated Parenting Classes

Education

May 2005 – May 2008 | Rivier College | Nashua, NH

Master of Arts Mental Health Counseling

Sept 2001 – May 2005 | Rivier College | Nashua, NH

Bachelor of Arts Psychology

- Minor Concentration in Sociology

Certification and Advanced Training

- Certified Challenge Course Facilitator, New Hampshire Juvenile Court Diversion Network, 2013
- Successfully completed the MLADC Licensure Exam, 2012
- Certified Prime for Life Instructor, Prevention Research Institute, 2012
- Certified Prevention Specialist, New Hampshire Prevention Certification Board, 2010
- Licensed Clinical Mental Health Counselor, New Hampshire Board of Mental Health Practice, 2010
- Certified Global Appraisal of Individual Needs (GAIN) Administrator, Chestnut Health Systems, 2010

Memberships and Affiliations

- New Hampshire Alcohol & Drug Abuse Counselors Association, 2013-Present
- American Mental Health Counselors Association, Clinical Affiliate, 2009-Present
- American Mental Health Counselors Association, Student Affiliate, 2007-2009
- American Psychological Association, Student Affiliate, 2001-2007

The Youth Council
Outpatient Screening & Treatment for Teens

April 1, 2016 – June 30, 2017
15 months

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Elizabeth Houde	Executive Director	80,000	15%	15,000
Lindsey Bergeron	Therapist	35,000	95%	41,562
Patricia Zaremba	Clinical Director	48,000	26%	15,600
				72,162