



Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-3958 1-800-852-3345 Ext. 3958  
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June 1, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to establish a list of Substance Abuse Treatment Centers, with the ability to expand to include additional agencies licensed by the New Hampshire Board of Medicine, and certified and approved by the New Hampshire Bureau of Drug and Alcohol Services for Outpatient Treatment programs to provide counseling and medication assisted treatment for clients enrolled in the New Hampshire Ryan White CARE Program. No maximum client or service volume is guaranteed. Accordingly, the price limitation among all Agreements is \$30,000 each State Fiscal Year for a total of \$60,000. The Agreements are effective date of Governor and Executive Council approval through June 30, 2016. 100% Other Funds.

VENDOR	LOCATION
Merrimack River Medical Services Inc., dba Community Substance Abuse Centers	Newington

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council, if needed and justified.

05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES1

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	530-500371	Drug Rebates	90024610	\$30,000
SFY 2016	530-500371	Drug Rebates	90024610	\$30,000
			<b>Total</b>	<b>\$60,000</b>

## **EXPLANATION**

This request is the first (1<sup>st</sup>) of two (2) agreements that will ensure the provisions of substance abuse counseling and medication-assisted treatment services, to New Hampshire residents living with Human Immunodeficiency Virus, (HIV) statewide, who are enrolled in the New Hampshire Ryan White CARE Program. The substance abuse treatment centers will provide outpatient substance abuse counseling and medication assisted treatment to enrolled NH Ryan White CARE Program clients on an individual, case-by-case, as needed basis. The Department anticipates that the remaining agreement will be presented at an upcoming Governor and Executive Council meeting.

The NH Ryan White CARE Program receives funding from the Health Resources and Services Administration (HRSA), Ryan White HIV/AIDS Program, Part B for medical services, oral health, and home health care services. HRSA funding is in accordance with the Ryan White HIV/AIDS Treatment Extension Act of 2009. The intent of the legislation and federal funding is to assure access to care for financially eligible individuals living with HIV/AIDS. A recipient of federal funding, the NH Ryan White CARE Program is subject to the federal mandate to implement contractual agreements with all service providers and to maintain nationally accepted fiscal, programmatic, and monitoring standards established by HRSA. Federal regulation also requires that NH Ryan White CARE Program funds be used as a "payer of last resort."

Should Governor and Executive Council not authorize this Request, federal regulations and monitoring standards will not be met and eligible NH residents living with HIV with immediate substance abuse counseling and medication assisted treatment needs and without access to these services will not receive outpatient treatment services. The services in this Contract will promote the goals of the National HIV/AIDS Strategy and maintain a continuum of care in order to reduce HIV related health disparities and the occurrence of negative health outcomes. The program currently provides services to approximately 450 to 500 clients statewide.

A Request for Application was posted on the Department of Health and Human Services' web site on April 8, 2014. In addition, an email was sent to eight (8) known substance abuse treatment centers on April 4, 2014, notifying them that a Request for Application was posted. Two applications were received.

As referenced in the Request for Applications, these Agreements have the option to extend for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

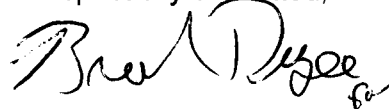
The geographic area to be served is statewide.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
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Source of Funds: 100% Other Funds from the Pharmaceutical Rebates.

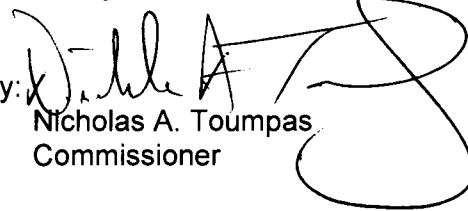
In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Marcella Jordon Bobinsky  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner

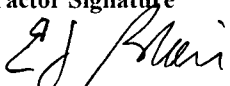
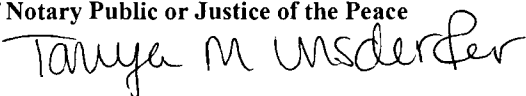
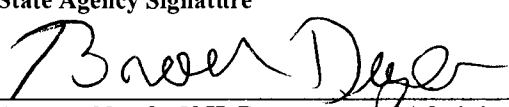

Subject: NH Ryan White CARE Program Substance Abuse Treatment Centers

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Merrimack River Medical Services		<b>1.4 Contractor Address</b> 125 North Elm Street Westfield, MA 01085	
<b>1.5 Contractor Phone Number</b> 413-568-6600	<b>1.6 Account Number</b> Enter acct # as shown in GC or example: 05-95-90-902010-0825-102- <del>500731-902510-2229-530</del> -500371	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$60,000
<b>1.9 Contracting Officer for State Agency</b> Eric Borrin		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Edward Blain, CEO / Treasurer + Secretary	
<b>1.13 Acknowledgement:</b> State of <u>MA</u> , County of <u>Hampden</u> On <u>3/10/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> HR Coordinator			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>6/9/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: EB  
Date: 2/10/15

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

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

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

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

Contractor Initials: EB  
Date: 3/10/15

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

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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



## Exhibit A

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### Scope of Services

#### 1. Program Name: New Hampshire Ryan White CARE Program

##### 1.1. Purpose:

The purpose of this agreement is to provide outpatient substance abuse counseling and medication-assisted maintenance services to clients enrolled in the New Hampshire Ryan White CARE Program (NH CARE Program). The goal of the NH CARE Program is to provide financial assistance for medical services, including substance abuse counseling and medication assisted treatment services to uninsured and underinsured NH residents living with Human Immunodeficiency Virus (HIV), statewide.

#### 2. Provision of Services:

2.1. The Contractor shall act as a representative of the NH CARE Program to provide outpatient substance abuse counseling and medication-assisted maintenance services to uninsured and underinsured NH CARE Program clients.

2.2. The Contractor shall provide services to enrolled NH CARE Program clients only; services provided outside of enrollment periods will not be reimbursed. Refer clients to their Medical Case Manager as needed to re-enroll in the NH CARE Program.

2.3. The Contractor shall invoice the NH CARE Program for services using a health insurance claim form or reasonable facsimile; additional invoicing methods may be approved by the NH CARE Program; services shall be reimbursed at NH Medicaid rates.

2.4. The Contractor shall participate in an annual site visit with NH CARE Program staff.

2.5. The Contractor shall maximize billing to NH Medicaid and private insurance. The NH CARE Program shall be the payer of last resort and will only reimburse services for uninsured and underinsured clients.

2.6. The Contractor shall participate in periodic monitoring calls with the contract monitor. The contract monitor shall be the primary point of contact for all NH CARE Program questions.

#### 3. Licensing Requirements:

Substance abuse treatment centers will maintain a valid license by the New Hampshire Board of Medicine, certification and approval by the New Hampshire Bureau of Drug and Alcohol Services and the treatment centers must be free from any mental or physical impairment or condition which would preclude his/her ability to competently perform the essential functions or duties under this Agreement.





## Exhibit A

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Substance abuse treatment centers shall adhere to the NH CARE Program Standards of Care for Substance Abuse Services, and all applicable Programmatic, Fiscal and Universal Monitoring Standards, as documented by the Health Resources and Services Administration (HRSA):

<http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

<http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf>

<http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>

4. The Department of Health and Human Services reserves the right to discontinue this agreement should it discover any abridgment of the above partner agreements that jeopardize the intent of this agreement.

### 5. Entire Agreement:

The following documents are incorporated by reference into this Agreement and they constitute the entire Agreement between the State and the Contactor. General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Method and Conditions Precedent to Payment, Exhibit C Special Provisions, Exhibit C-1 Revisions to General Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith Based Organizations and Whistleblower Protections, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability Accountability Act Business Associate Agreement, and Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict of contradiction between or among the Agreement Documents, the documents shall control in the above order of precedence.



## Exhibit B

### Method and Conditions Precedent to Payment

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Infectious Disease Control shall reimburse the Contractor for actual outpatient substance abuse counseling and medication-assisted treatment provided by the contractor to enrolled NH CARE Program clients. Services will be reimbursed at NH Medicaid rates.
2. Price Limitation. This Agreement is one of multiple Agreements that will serve the NH Ryan White CARE Program. No maximum or minimum client and service volume is guaranteed. Accordingly, the price limitation among all Agreements is identified in Block 1.8 of the P-37 for the duration of the Agreement.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The funding source for this Agreement for outpatient substance abuse counseling and medication-assisted treatment is 100% federal funds from the Pharmaceutical Rebates.
5. Contracted Substance abuse treatment centers shall complete and submit an outpatient substance abuse counseling and medication-assisted treatment Claim invoice, due within 30 days. Completed invoice must be submitted to:

NH CARE Program  
Bureau of Infectious Disease Control  
Department of Health and Human Services  
Division of Public Health  
29 Hazen Drive  
Concord, NH 03301  
Fax: 603-271-4934
6. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their outpatient services related to Department of Health and Human Services funded programs and services.
7. Substance abuse treatment centers are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract.



**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.



Exhibit C-1

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. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Insurance:

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

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and umbrella liability coverage in the amount of \$8,000,000 per occurrence, and





**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: Merrimack River Medical Services, Inc. dba  
Community Substance Abuse Centers

3/10/15  
Date

E J Blain  
Name: Edward Blain  
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.

3/10/15  
Date

Contractor Name:  
Merrimack River Medical Services, Inc. dba Community  
Substance Abuse Centers  
Edward Blain  
Name: Edward Blain  
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



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.

3/10/15  
Date

Contractor Name:  
Merrimack River Medical Services, Inc. dba Community  
Substance Abuse Centers  
E. J. Blain  
Name: Edward Blain  
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.

Exhibit G

Contractor Initials   *gls*  

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

Date   *3/10/17*

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

3/10/15  
Date

Contractor Name:  
Merrimack River Medical Services, Inc. dba Community  
Substance Abuse Centers

Edward Blain  
Name: Edward Blain  
Title: CEO

Exhibit G

Contractor Initials EB

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

Date 3/10/15



**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:  
Merrimack River Medical Services, Inc. dba Community  
Substance Abuse Centers

3/10/15  
Date

E. Blain  
Name: Edward Blain  
Title: CEO





Exhibit I

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**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

Exhibit I – Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.



**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:  
Merrimack River Medical Services, Inc. dba Community  
Substance Abuse Centers

3/10/15  
Date

E. Blain  
Name: Edward Blain  
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: 004983018

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:

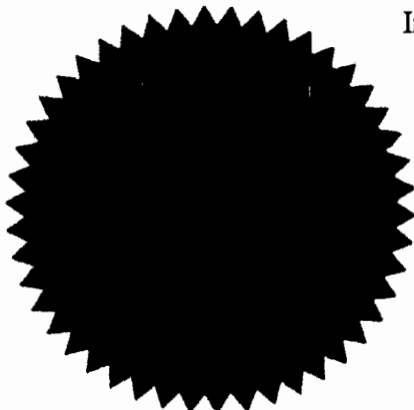
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 MERRIMACK RIVER MEDICAL SERVICES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 7, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 28<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

628 Center Street  
Chicopee, MA 01013  
(413) 746-0051  
(413) 746-0368 fax

125 North Elm Street  
Westfield, MA 01085  
(413) 568-6600  
(413) 562-8360 fax

297 Pleasant Street  
Northampton, MA 01060  
(413) 584-2404  
(413) 585-8631 fax

177 Shelburne Road  
Greenfield, MA 01301  
(413) 774-3321  
(413) 774-3345 fax

8 Kilburn Street  
New Bedford, MA 02740  
(508) 979-1122  
(508) 979-1126 fax

9 Forbes Road  
Woburn, MA 01801  
(781) 933-0700  
(781) 938-4004 fax

172 Newbury Street  
Peabody, MA 01960  
(978) 535-9190  
(978) 535-9093 fax

175 Crescent Avenue  
Chelsea, MA 02150  
(617) 889-8779  
(617) 889-9568 fax

170 Morton Street  
Jamaica Plain, MA 02130  
(617) 541-3670  
(617) 541-3681 fax

23 Bradston Street  
Boston, MA 02118  
(617) 318-6480  
(617) 427-1263

55 Fishry Street  
Hartford, CT 06120  
(860) 247-8300  
(860) 548-7325 fax

323 Derry Road  
Hudson, NH 03051  
(603) 595-3399  
(603) 579-2734 fax

200 Route 108  
Somersworth, NH 03878  
(603) 953-0077  
(603) 953-0078 fax

177 Shattuck Way  
Newington, NH 03801  
(603) 436-0448  
(603) 436-0668 fax

2300 Congress Street  
Portland, ME 04101  
(207) 221-2292  
(207) 221-2297 fax

18 Mollison Way  
Lewiston, ME 04240  
(207) 312-6860  
(207) 312-6863 fax



# COMMUNITY SUBSTANCE ABUSE CENTERS

*Established in 1989*

## CERTIFICATE OF VOTE

I, Steven J. Kassels, M.D., do hereby certify that:

I am a duly elected Officer of Community Health Care, Inc.

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 1-6-15 (Date).

**RESOLVED:** That the Treasurer/Secretary 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 10th day of March, 2015.

4. Edward Blain is the duly elected Treasurer/Secretary of the Agency.

Steven J. Kassels, M.D.

STATE OF ~~NEW HAMPSHIRE~~ massachusetts

County of Hampden

The forgoing instrument was acknowledged before me this 10 day of march 2015.

By Steven J. Kassels, M.D.

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/1/18

NH DHHS, Office of Business Operations  
July 1, 2005  
Bureau of Provider Relationship Management  
Certificate of Vote Without Seal



COMMHEA-01

KBRITT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2015

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).

<b>PRODUCER</b> HUB International NE LLC formerly FieldEddy 96 Shaker Road East Longmeadow, MA 01028	<b>CONTACT NAME:</b> Karen Britt <b>PHONE (A/C, No, Ext):</b> (413) 733-3131 <b>FAX (A/C, No):</b> (413) 733-3191 <b>E-MAIL ADDRESS:</b> kbritt@fieldeddy.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>NAIC #</b>
Merrimck River Medical Services, Inc. 125 North Elm Street 3rd floor Westfield, MA 01085	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company (PIIC) <b>INSURER B:</b> A.I.M. Mutual Insurance Co <b>33758</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Prof/Abuse- sep. aco</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK1253537	11/01/2014	11/01/2015	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> <b>EBL AGGREGATE L</b> \$ <b>3,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1253537	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			PHUB479539	11/01/2014	11/01/2015	EACH OCCURRENCE \$ <b>8,000,000</b> AGGREGATE \$ <b>General Agg</b> \$ <b>8,000,000</b> PER STATUTE    OTH-ER
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	VWC1006018944-2014A	06/28/2014	06/28/2015	E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	<b>Professional Liabili</b>			PHPK1253537	11/01/2014	11/01/2015	<b>1M/3M</b>

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

**CERTIFICATE HOLDER****CANCELLATION**

Department of Health and Human Services  
 Contracts and Procurement Unit  
 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

*John J. Fitzell*

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# CURRICULUM VITAE

Steven J. Kassels, M.D.

**Date/Place of Birth:**

May 17, 1950-Stoneham, MA

**Home Address:**

113 East Plumtree Road  
Sunderland, MA 01375  
(413) 549-8222

**Business Address:**

Community Physicians, P.C.  
125 North Elm Street  
Westfield, MA 01085  
Telephone: (413) 568-6600  
Facsimile: (413) 562-8360  
E-Mail: steve.kassels@csacmethadone.com

**Education:**

Residency 1977-1979

Emergency Medicine  
Department of Emergency Health Services  
Truman Medical Center and the University of  
Missouri at Kansas City School of Medicine,  
Kansas City, Missouri

Internship 1976-1977

Internal Medicine  
Truman Medical Center  
Kansas City, Missouri

Medical Degree 1976

Wayne State University School of Medicine  
Detroit, Michigan

B.A./Psychology 1972

Lake Forest College  
Lake Forest, Illinois

High School Diploma 1968

Milton Academy  
Milton, MA

**LICENSURE/CERTIFICATION:**

Current

Massachusetts, Connecticut, Vermont and New Hampshire

1999  
1989

Recertification: American Society of Addiction Medicine  
Certification: American Society of Addiction Medicine

1996  
1984

Recertification-Diplomate: American Board of Emergency Medicine  
Diplomate: American Board of Emergency Medicine

1992

Medical Review Officer (MRO) Certificate of Achievement:  
American College of Occupational and Environmental Medicine

1977

National Board of Medical Examiners Part I, II, III

# CURRICULUM VITAE

Steven J. Kassels, M.D.

**Date/Place of Birth:**

May 17, 1950-Stoneham, MA

**Home Address:**

560 West Street  
Amherst, MA 01002  
(413) 256-0865

**Business Address:**

Community Physicians, P.C.  
46 Daggett Drive, Suite 2B  
West Springfield, MA 01089  
Telephone: (413) 827-0033  
Facsimile: (413) 827-9659  
E-Mail: *steveali@aol.com*

**Education:**

Residency 1977-1979

Emergency Medicine  
Department of Emergency Health Services  
Truman Medical Center and the University of  
Missouri at Kansas City School of Medicine,  
Kansas City, Missouri

Internship 1976-1977

Internal Medicine  
Truman Medical Center  
Kansas City, Missouri

Medical Degree 1976

Wayne State University School of Medicine  
Detroit, Michigan

B.A./Psychology 1972

Lake Forest College  
Lake Forest, Illinois

High School Diploma 1968

Milton Academy  
Milton, MA

**LICENSURE/CERTIFICATION:**

Current

Massachusetts, Connecticut, Vermont and New Hampshire

1999

Recertification: American Society of Addiction Medicine

1989

Certification: American Society of Addiction Medicine

1996

Recertification-Diplomate: American Board of Emergency Medicine

1984

Diplomate: American Board of Emergency Medicine

1992

Medical Review Officer (MRO) Certificate of Achievement:  
American College of Occupational and Environmental Medicine

1977

National Board of Medical Examiners Part I, II, III



**HOSPITAL APPOINTMENTS:**

1985-Present  
SISTERS OF PROVIDENCE HEALTH CARE SYSTEMS  
Providence Hospital/Mercy Hospital  
Department of Medicine  
Division of Alcohol and Substance Abuse Services  
Behavioral Health System, Springfield, MA

1979-1987  
1987-Present  
HOLYOKE HOSPITAL  
Department of Emergency Medicine, Holyoke, MA  
Department of Medicine-Consultant Addiction Medicine

1997-1998  
CHARLES RIVER HOSPITAL-WEST  
Department of Medicine-Consultant Addiction Medicine, Chicopee, MA

1976-1979  
TRUMAN MEDICAL CENTER  
Department of Emergency Health Services, Kansas City, MO

1977-1979  
ST. MARY'S HOSPITAL  
Department of Emergency Medicine, Kansas City, MO

**ADDICTION MEDICINE:**

1987-Present  
American Society of Addiction Medicine

1998-Present  
CARF-Expert Medical Consultant Methadone Treatment Program  
Accreditation Project

1989-Present  
Medical Director  
COMMUNITY HEALTH CARE, INC.  
Opiate Treatment Centers, Chicopee, MA

1995-Present  
Medical Director  
COMMUNITY SUBSTANCE ABUSE CENTERS, INC.  
Opiate Treatment Center, Hartford, CT

1999-Present  
Medical Director  
MERRIMACK RIVER MEDICAL SERVICES, INC.  
Opiate Treatment Center, Hudson, NH

1984-1997  
Medical Director  
PROVIDENCE HOSPITAL/ELM STREET CENTER  
Division of Alcohol and Substance Abuse Services, Holyoke, MA

1985-1997  
Medical Director  
BRIGHTSIDE ADOLESCENT DRUG ABUSE PROGRAM  
First Step/Honor House, West Springfield, MA

1988-1990  
Assistant Medical Director  
PROVIDENCE HOSPITAL/OPTIFAST PROGRAM  
Eating Disorder Program, Holyoke, MA

1992-1996  
Medical Review Officer-Drug Testing and Evaluation

**EMERGENCY MEDICINE:**

1986-1987  
1982-1986  
  
1984  
1977-1988  
1982-1983  
1981-1983  
1979-1982  
  
1982-1984  
  
1978-1979  
  
1979  
  
1982-1986  
  
1977-1989  
  
1986-1989

HOLYOKE HOSPITAL  
Chief, Department of Emergency Medicine  
Assistant Chief, Dept. Emergency Medicine, Holyoke, MA  
  
AMERICAN COLLEGE OF EMERGENCY PHYSICIANS  
Fellow  
Member  
Board of Directors, Mass. Chapter ACEP  
Committee Member, Continuing Medical Education  
Regional Director of Continuing Medical Education  
  
Director, Emergency Medical Services, Holyoke, MA  
  
Paramedical Instructor Kansas City, MO  
Mid-American Regional Council Emergency Rescue  
  
Chief Resident  
Department of Emergency Health Services  
Truman Medical Center and the University of Missouri at Kansas City  
School of Medicine, Kansas City, MO  
  
Medical Advisor/Faculty  
NORTHEASTERN UNIVERSITY, Department of Continuing Education,  
Paramedic Program  
  
Instructor, Advance Cardiac Life Support  
(American Heart Association)  
  
Advanced Trauma Life Support  
(American College of Surgeons)

**OCCUPATIONAL MEDICINE:**

1984-1995  
  
1987-1992  
  
1987-1997  
  
1988-1990  
  
1983-1985  
  
1986-1995  
  
1987-1995

Medical Director  
CENTER FOR OCCUPATIONAL HEALTH SERVICES  
Community Medical Care, Inc., Chicopee, MA  
  
Medical Services/Consultant  
DENNISON NATIONAL, Holyoke, MA  
  
Medical Services/Consultant  
REXAM GRAPHICS, South Hadley, MA  
  
Medical Services/Consultant  
DIGITAL EQUIPMENT CORPORATION, Westfield, MA  
  
Staff Physician/Development  
MASSWEST OCCUPATIONAL HEALTH SERVICES  
Holyoke Hospital, Holyoke, MA  
  
American College of Occupational Medicine  
  
New England Occupational Medicine Society

**OTHER:**

1997-Present	COMMUNITY SUBSTANCE ABUSE CENTERS Quality Improvement/Utilization Management Committee
1999-Present	MERRIMACK RIVER MEDICAL SERVICES (Addiction Medicine/Opiate Dependency) President
1986-Present	COMMUNITY HEALTH CARE, INC. (Addiction Medicine/Opiate Dependency) President
1995-Present	COMMUNITY SUBSTANCE ABUSE CENTERS, INC. (Addiction Medicine/Opiate Dependency) President
1986-Present	COMMUNITY PHYSICIANS, P.C. Treasurer
1986-Present	HEALTH CARE RESOURCES, INC. (Medical Services and Management) President
1995-1997	PROVIDENCE HOSPITAL BEHAVIORAL HEALTH SYSTEM Quality Improvement/Utilization Management Committee
1984-1995	COMMUNITY MEDICAL CENTER (Urgent Care/Primary Care) Physician/Owner
1984-1995	WESTOVER JOB CORPS, Chicopee, MA (Adolescent Medicine) Medical Director
1982-1987	EMERGENCY PRACTITIONERS OF HOLYOKE, INC. President
1981-1982	Treasurer
1986-1987	HOLYOKE HOSPITAL Medical Executive Committee

## **RESEARCH, LECTURES, PUBLICATIONS AND JOURNALS:**

Forum/Presentation: Massachusetts Department of Public Health/Bureau of Substance Abuse and Mental Health - Best Practices in the Psychopharmacology of Patients with Co-occurring Mental Illness and Addiction, Providence Hospital, Holyoke MA, November 14, 2003

Lecture: North Shore Police Drug Task Force – The New England Heroin and Oxycontin Epidemic, Woburn, MA, October 29, 2003

Interview: New Hampshire Public Television – Methadone and Buprenorphine Treatment for opiate Dependency/Addiction, Sommersworth, NH, September 2, 2003

Presentation: The Western Massachusetts Regional Opiate Forum, MBHP – Opioid Dependency and Pregnancy, Holyoke, MA, February 11, 2003.

Collaborator: NIDA/Brown University School of Medicine, John Hopkins School of Medicine, "Comparison of Methadone versus Buprenorphine Treatment for Opioid Dependence in Pregnant Women; Effects on Neurobehavior in Fetus and Infant", January 2001-Present.

Presentation: DEA/New England High Intensity Drug Trafficking Association – Heroin Symposium – The Disease of Addiction, Sturbridge, MA, September 24, 2001.

Facilitator: National Advisory Committee, Development of CSAT/SAMHSA Opioid Treatment Program Accreditation Standards, CARF. Tucson, AZ, January 26-27, 2001.

Lecture: The Disease of Heroin Addiction: Pharmacological and Psycho-Social Treatment Modalities - Behavioral Health Grand Rounds, Holyoke Hospital, Holyoke, MA, December 1, 2000.

Lecture: Pharmacy Collaborative Symposium, Leahy Clinic and Dartmouth Medical School, Opioid Dependency and Pregnancy, North Conway, NH, May 19-21, 2000.

Presentation: New Hampshire House of Representatives, Rules Committee – Proposed Regulations for Treatment of Opioid Dependency, Concord, NH, April 25, 2000

Presentation: New Hampshire House of Representatives, Criminal Justice Committee – Benefits of Methadone Treatment, Concord, NH, April 11, 2000

Presentation: New Hampshire Senate Health and Human Service Committee – Opioid Dependency and Need for Legislative Change, Concord, NH, February 22, 2000.

Lecture: Dartmouth Medical School / Neighborhood Health Center, Methadone Maintenance and Management of Pregnant Women, Nashua, NH, December 9, 1999.

Lecture: CARF/CSAT Surveyor Training – The Role of the Physician/Medical Standards, Washington, D.C., November 5, 1999.

Presentation: Subcommittee of the New Hampshire Legislature – Benefits of Methadone/LAAM Treatment, Concord, NH, October 26, 1999.

Presentation: Board of Selectman/Open Community Meeting – Opiate Dependency in the Community, Greenfield, MA, January 27, 1998.

Presentation: Amherst-Pelham Regional Schools and the Amherst Coalition for Youth-Drug and Alcohol Abuse in our Community and Schools, Amherst, MA February 24, 1997.

Interview: Television, Channel 22, MA – Alcohol and Drug Awareness/The Role of Methadone Treatment, Springfield, MA, February 8, 1994.

Lecture: Medical Staff Providence Hospital-Drug and Alcohol Abuse in the Community, Holyoke, MA, December, 1990.

Faculty: Course Facilitator-American Society of Addiction Medicine, Physicians Review Course for Certification Exam, NY, NY, October 1990.

Presentation: "Drug Detoxification: Suggested Strategies for Physicians, Inpatient Opiate Detoxification-Methadone Dosing Strategies and Drug Dependent Pregnant Women-Recommended Inpatient Obstetric Protocol," Commonwealth of Mass., Department of Public Health Conference State Protocol Development, Boston, MA, September 13, 1988.

Lecture: The Development of Pre-Hospital Care Emergency Medical Services-Lions Club, Holyoke, MA, April, 1985.

Med-Con Review: Bi-monthly newsletter re: Massachusetts EMS system, Editorial Board, 1983-1986.

Kassels, Robinson: Esophageal Perforation Associated with Esophageal Obturator Airway, Critical Care Medicine, July, 1980.

## **Edward J. Blain, M.Ed.**

### **EDUCATION**

**Master of Education**, Temple University, 1981, *Counseling Psychology*.

**Graduate Studies**, Kent State University, 1980, *Research - Experimental Psychology*

**Bachelor of Science**, American International College, 1979, *Psychology* with honors.

### **PROFESSIONAL EXPERIENCE**

**Community Substance Abuse Centers**  
125 North Elm St., Westfield, MA 01085

*Founder/Chief Executive Officer/ Chair*  
*1989 to present*

#### **Responsibilities:**

Community Substance Abuse Centers provides narcotic treatment services through five corporations operating in four New England states. Direct, coordinate and manage all aspects of the operating functions and processes while demonstrating the primary goal of efficiently providing services that exceed customer expectations and improve clinical and financial operations.

#### **Achievements:**

- Expansion to seventeen facilities in four states.
- Received CON approval for first for-profit methadone program in CT.
- Opened the first outpatient methadone program in NH.
- Three year CARF accreditation at all facilities with commendations.
- Integrated research based best practices into patient care model.
- Established model programs for HIPAA, Corporate Compliance and DRA.
- Implemented electronic patient care record.

**Providence Hospital**  
Main St., Holyoke, MA 01040

*Associate Executive Director*  
*1986 to 1989*

#### **Responsibilities:**

Direct the clinical, managerial, and administrative aspects of the hospital's substance abuse programs. Evaluate treatment procedures to ensure attainment of objectives and goals regarding rehabilitation from drug/alcohol dependency. Work with community agencies and programs to ensure continuity in the type and level of patient care. Supervise five program directors.

**Edward J. Blain, M.Ed. – page 2**

**Providence Hospital continued**

***Associate Executive Director***

**Achievements:**

- Established full integration of alcohol and substance abuse services.
- Integrated primary health care services.
- Doubled methadone treatment capacity by opening a new facility.
- Lead successful JCAHO accreditation team.

**Alcohol and Substance Abuse Programs, Inc.**  
210 Elm St., Holyoke, MA 01040

***Executive Director***  
***1983 to 1986***

**Responsibilities:**

Plan and direct all aspects of policies, objectives, and initiatives. Responsible for the short and long-term profitability and growth of the company. Provide leadership and direction for all operational activities.

**Achievements:**

- Achieved fiscal stability within first year subsequent to a multi-year deficit.
- Developed Massachusetts' first publicly funded integrated inpatient alcohol and drug detox center.
- Instituted Quality Management Program.
- Developed an EAP component to the outpatient program.
- Procured DON for merger with Providence Hospital.

**Insurance Rehabilitation Associates**  
Glastonbury, CT  
**Rehab Management Program**  
Springfield, MA

***Rehabilitation Specialist***

***1981 to 1983***

**Responsibilities:**

Developed and implemented comprehensive rehabilitation plans for occupationally disabled individuals. Assist individuals to return to previous employment or become retrained for new employment.

**Achievements:**

- Developed a specialty working with head and spinal cord injury.
- Case management assisted companies to increase market share.

- Marketing expanded territory throughout New England.
  - Exceeded industry standards for billable hour and case resolution.
- Edward J. Blain, M.Ed. – page 3**

## **CURRENT BOARD MEMBERSHIP**

**Community Substance Abuse Centers Companies**

**CEO, Secretary, Owner  
*1989 to present***

**Health Care Resources, Inc.**  
125 North Elm Street  
Westfield, MA 01085  
**Management Company**

**Community Health Care, Inc.**  
628 Center Street  
Chicopee, MA 01013  
**Opioid Treatment Facilities**

**Community Substance Abuse Centers, Inc.**  
55 Fishfry Street  
Hartford, CT 06120  
**Opioid Treatment Facilities**

**Merrimack River Medical Services, Inc.**  
323 Derry Road  
Hudson, NH 03051  
**Opioid Treatment Facilities**

**Orr's & Bailey Islands Fire Department**  
1600 Harpswell Islands Road  
Orr's Island, ME 04066

## **PREGRADUATE WORK EXPERIENCE**

**ACT, Philadelphia**  
**Holyoke Detox Center**  
**Sunshine Village**

*Intern Methadone Counselor*  
*Detox Attendant*  
*Group Home Attendant*

## **VOLUNTEER EXPERIENCE**

**Orr's and Bailey Island Fire Department, ME**  
**MSPCA, Springfield, MA**  
**Town of Southampton, MA**

*Firefighter II, EMT-B*  
*Pet Care Attendant, Advisory Board*  
*Chair, Selectman, School Committee*



## AWARD RECOGNITION

**Nyswander-Dole Award** **2003**  
*National recognition for outstanding contribution in the field of narcotic treatment.*

**Francis E. O'Brien Award** **2003**  
*Massachusetts award for outstanding contribution in the field of addiction.*

## PROFESSIONAL AFFILIATIONS

**Mental Health and Substance Abuse Corporations of MA, Inc.** **1997 to present**

**Maine Methadone Treatment Providers** **2003 to present**

**Massachusetts Methadone Treatment Providers Association** **1988 to 2000**

- Former, Vice President
- Chair Inaugural Conference Committee
- Chair LAAM Implementation Committee

**American Association of Opioid Treatment Programs** **1997 to present**

- Former Associate Board Member – Massachusetts

**Alcohol and Drug Association of Massachusetts** **1983 to 1998**

- Board Member, Chair, Legislative Committee

**Massachusetts Drug Association of Massachusetts** **1986 to 1989**

- Board Member

**Western Massachusetts Alcohol and Drug Provider Association** **1983 to 1993**

- Former Vice President, Treasurer, Chair Training Committee

**Massachusetts Department of Public Health** **1984 to 1991**

- Participated in the integration of the Department of Drug Rehabilitation and Alcoholism into a single entity.
- Assisted in the establishment of reimbursement rates for methadone.
- Provided provider representation in the development of new treatment regulations for methadone and LAAM treatment.

**Center for Substance Abuse Treatment, Washington, D.C.** **1994 to 1996**

- Development committee member for the implementation of the Methadone Treatment Quality Assessment System in Massachusetts.
- Provide feedback on new treatment initiatives related to methadone treatment such as unit rate reimbursement and program accreditation.

Certificate No. 060626


**New Hampshire Department  
of  
Health and Human Services**

**Certified Alcohol and Other Drug Disorder  
Treatment Provider**

**Merrimack River Medical Services, Inc.  
d.b.a. Community Substance Abuse Center  
200 Route 108  
Somersworth, NH 03878**

**Certification Category: Methadone**

**Expiration Date: March 31, 2018**

  
**Joseph P. Harding, Director  
Bureau of Drug and Alcohol Services**

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RM0299671 ZM0299671	01-31-2016	\$244
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,3	MAINT	01-13-2015
MERRIMACK RIVER MED SERV DBA: COMM SUBSTANCE ABUSE CTR 200 ROUTE 108 SOMERSWORTH, NH 03878		

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON, D.C. 20537

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IS NOT VALID AFTER THE EXPIRATION DATE.**

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON, D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RM0299671 ZM0299671	01-31-2016	\$244
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,3	MAINT & DETOX	01-13-2015
MERRIMACK RIVER MED SERV DBA: COMM SUBSTANCE ABUSE CTR 200 ROUTE 108 SOMERSWORTH, NH 03878		

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

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Form DEA-223 (05/04)

Certificate No. 091203

**New Hampshire Department  
of  
Health and Human Services**

**Certified Alcohol and Other Drug Disorder  
Treatment Provider**

Community Substance Abuse Center  
Merrimack River Medical Services  
177 Shattuck Way  
Newington, NH 03801

**Certification Category: Methadone**

**Expiration Date: August 31, 2015**

  
**Joseph P. Harding, Director**  
Bureau of Drug and Alcohol Services

10010611/000954

MERRIMACK RIVER MEDICAL SERVICE  
COMMUNITY SUBSTANCE ABUSE CENTERS  
125 NORTH ELM STREET  
WESTFIELD, MA 01085-0000-000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RM0337306 ZM0337306A	01-31-2016	\$244
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2, 3,	MAINT & DETOX	01-15-2015
MERRIMACK RIVER MEDICAL SERVICE DBA: COMMUNITY SUBSTANCE ABUSE CENTERS 177 SHATTUCK WAY NEWINGTON, NH 03801-0000		

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RM0337306 ZM0337306A	01-31-2016	\$244
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2, 3,	MAINT & DETOX	01-15-2015
MERRIMACK RIVER MEDICAL SERVICE DBA: COMMUNITY SUBSTANCE ABUSE CENTERS 177 SHATTUCK WAY NEWINGTON, NH 03801-0000		




Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (407)

Certificate No. 090505

**New Hampshire Department  
of  
Health and Human Services**



**Certified Alcohol and Other Drug Disorder  
Treatment Provider**

**Community Substance Abuse Center  
Merrimack River Medical Services, Inc.  
323 Derry Road  
Hudson, NH 03051**

**Certification Category: Methodone**

**Expiration Date: March 31, 2018**



**Joseph P. Harding, Director  
Bureau of Drug and Alcohol Services**

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RM0251568	01-31-2016	\$244
ZM0251568		

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,3	MAINT & DETOX	12-23-2014

MERRIMACK RIVER MED SVS  
 DBA COMM SUBSTANCE ABUSE CTR  
 323 DERRY ROAD  
 HUDSON, NH 03051

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON, D.C. 20537

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

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DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RM0251568	01-31-2016	\$244
ZM0251568		

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,3	MAINT & DETOX	12-23-2014

MERRIMACK RIVER MED SVS  
 DBA COMM SUBSTANCE ABUSE CTR  
 323 DERRY ROAD  
 HUDSON, NH 03051

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON, D.C. 20537

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Form DEA-223 (05/04)