Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
Fax: 603-271-5058 TDD Access: 1-800-735-2964

May 15, 2013

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

43% general
57% federal

Requested Action

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health to enter into Agreements with vendors to provide peer support services in an amount not to exceed $2,298,830 in the aggregate, effective July 1, 2013, or the date of Governor and Council approval, whichever is later, through June 30, 2014.

Summary of contracted amounts by vendor:

Vendor	Amount
The Alternative Life Center	$ 410,218
The Stepping Stone Drop-In Center Association	$ 361,803
Lakes Region Consumer Advisory Board	$ 331,666
Monadnock Area Peer Support Agency	$ 147,644
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	$ 224,834
On The Road To Recovery, Inc.	$ 432,212
Seacoast Consumer Alliance Peer Support Center	$ 237,828
Tri-City Consumers' Action Co-operative	$ 152,625
TOTAL	**$2,298,830**

Funds are anticipated to be available in the following accounts in state fiscal year 2014 based upon the availability and continued appropriation of funds in the future operating budget:

05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES (100% General Funds)

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

Explanation

This package includes 8 of the 8 contracts the Bureau of Behavioral Health has negotiated with the Peer Support Agencies for a total of $2,298,830. This represents the complete procurement of peer support services for state fiscal year 2014.

The Contractors above will provide community-based education, outreach and other peer support services to adults with long-term and/or severe mental illness. Six contractors will cover one geographic region each while

two contractors will cover two regions each. The community services provided will seek to enhance personal wellness, independence, and recovery by reducing crises due to symptoms of mental illness through skills teaching in wellness self-management, outreach support, assistance in accessing community resources, warm line and other supports. The eight peer support agency contractors expect to serve a total of 2,621 consumers during fiscal year 2014.

A legal notice seeking proposals to provide peer support services in all 10 geographic regions was published on the Department of Health and Human Services website from March 30, 2012 to April 3, 2012. An option in the request for proposals allowed for a one-year renewal pending the availability of funding, the agreement of the parties, and approval by Governor and Council. A competitive review process was utilized to evaluate all proposals submitted by the deadline. Participants in the review process included Department of Health and Human Services staff from the Bureau of Behavioral Health and the Bureau of Improvement and Integrity. This process involved an assessment of the proposal submitted including an evaluation of staff education, training and experience, program descriptions, scope of services, statistical projections, and the financial plan. The contractors above were the only respondents and all scored above the minimum score of 65 points.

The Bureau of Behavioral Health monitors the peer support agencies through annual quality assurance reviews, monthly meetings, and quarterly financial and statistical reporting. As these contractors have amply demonstrated their ability to provide high-level peer support services in prior years to individuals with mental illness, the Bureau of Behavioral Health requests that these contracts be funded to allow the agencies to continue providing services in the state during fiscal year 2014.

Should Governor and Council determine not to approve this Request, 2,621 persons will lose a valuable support they have come to rely on to manage their symptoms of mental illness. The success of peer support services in facilitating wellness and recovery from mental illness is well established. Some individuals will end up hospitalized, and inevitably many others will end up requiring mental health services from the local community mental health centers - a much more costly alternative to peer support services.

Any advance payments initiated under these contracts will only be approved after an extensive financial review has determined their necessity to assure continuity of programs and services to clients.

Area served: Statewide

Source of funds: 43% General Funds and 57% Federal Funds.

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

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

BUREAU OF BEHAVIORAL HEALTH
STATE FISCAL YEAR 2014 PEER SUPPORT AGENCY (8) CONTRACTS
FINANCIAL DETAIL

05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES (100% General Funds)

The Alternative Life Center (Vendor number 168081)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207011	$174,363

The Stepping Stone Drop-In Center Association (Vendor number 157967)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207011	$153,783

Lakes Region Consumer Advisory Board (Vendor number 157060)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207011	$140,974

Monadnock Area Peer Support Agency (Vendor number 157973)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207011	$62,756

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Vendor number 209287)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207011	$95,565

On The Road To Recovery, Inc. (Vendor number 158839)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207011	$183,711

Seacoast Consumer Alliance Peer Support Center (Vendor number 157070)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207011	$101,088

Tri-City Consumers' Action Co-operative (Vendor number 157797)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207011	$64,873

Subtotal **$977,113**

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

The Alternative Life Center (Vendor number 168081)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207143	$235,855

The Stepping Stone Drop-In Center Association (Vendor number 157967)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207143	$208,020

Lakes Region Consumer Advisory Board (Vendor number 157060)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207143	$190,692

Monadnock Area Peer Support Agency (Vendor number 157973)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207143	$84,888

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Vendor number 209287)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207143	$129,269

On The Road To Recovery, Inc. (Vendor number 158839)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207143	$248,501

Seacoast Consumer Alliance Peer Support Center (Vendor number 157070)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207143	$136,740

Tri-City Consumers' Action Co-operative (Vendor number 157797)

Class/Object	Class Title	Activity Code	FY 2014
102-0731	Contracts for Program Services	92207143	$87,752
	Subtotal		**$1,321,717**
	Total		**$2,298,830**

Subject: Peer Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Bureau of Behavioral Health		**1.2 State Agency Address** 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name HEARTS Peer Support Center of Greater Nashua Region 6		**1.4 Contractor Address** 5 Pine Street Extension, Unit 2K PO Box 1564 Nashua, NH 03060	
1.5 Contractor Phone Number 603-882-8400	**1.6 Account Number** 05-95-92-920010-7011-102 05-95-92-920010-7143-102	**1.7 Completion Date** 06-30-2014	**1.8 Price Limitation** $224,834.
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-5000	
1.11 Contractor Signature Ed Bowman 4-18-13		**1.12 Name and Title of Contractor Signatory** Ed Bowman; Board President	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On April 18th 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Diane M Cardwell Beland
My Commission Expires September 17, 2026

1.13.2 Name and Title of Notary or Justice of the Peace

Diane M Cardwell-Beland

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Jeanne P. Herrick, Attorney	On: 21 May 2013
1.18 Approval by the Governor and Executive Council By:	On:

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

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

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

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

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

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

Contractor Initials: ERB
Date: 4-18-13

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: ER B

Date: 4-18-13

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: PR B
Date: 4-18-17

CERTIFICATE OF VOTE

I, **Pat Worsley**, do hereby certify that:

1. I am the duly elected Clerk of **H.E.A.R.T.S. PSC**

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **April 18th, 2013**.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Peer Support Services.

RESOLVED: That the **Board President** hereby is authorized on behalf of this Corporation 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **April 18th, 2013**.

4. **Ed Bowman** is duly elected **Board President** of the Corporation.

(Seal)
(Corporation)

(Signature of Board Secretary)

State of **New Hampshire**

County of **Hillsborough**

The foregoing instrument was acknowledged before me this **Thursday 18th** day of **April, 2013**

By **Pat Worsley.**

Name: **Diane Cardwell / Beland**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: **9/17/2016**

EXHIBIT A
SCOPE OF WORK
FY2014

1. Provision of Services: The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. Performance of Service: Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. State Right to Modify: The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. Other Sources of Funding: The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. Employment Procedures: The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. Criminal Record Check: The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. Program Staff Positions: The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. Staff Training, Development & Orientation: The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

- **8.3.1.** Peer Support;
- **8.3.2.** Warmline;
- **8.3.3.** Facilitating Peer Support Groups;
- **8.3.4.** Sexual Harassment; and
- **8.3.5.** Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

- **8.4.1.** On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- **8.4.2.** Administrative staff, including the Director, shall participate in trainings on:
  - **8.4.2.1.** Staff Development;
  - **8.4.2.2.** Supervision;

8.4.2.3. Performance Appraisals;
8.4.2.4. Employment Practices
8.4.2.5. Harassment;
8.4.2.6. Program Development;
8.4.2.7. Complaints and the Complaint Process; and
8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. Outcome Measures & Performance Indicators: The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. Quality Improvement/Assurance: The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. Fiduciary & Programmatic Compliance: At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. Funds Provided Pursuant to this Agreement: For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. Definitions: For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;
13.1.2. Outreach;
13.1.3. Individual Peer Assistance;
13.1.4. Telephone Support during business hours;
13.1.5. A monthly newsletter;
13.1.6. Wellness Training;
13.1.7. Community Education; and
13.1.8. Monthly Educational Events to members.

13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the

public mental health services delivery system.

13.6. Peer support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

14.1. The Contractor shall maintain records of membership for purposes of validation of annual board elections and to support efficient and regular communications with membership regarding Contractor activities. Such records shall be considered confidential and shall not be disclosed to the public but shall be made available to BBH upon request to monitor compliance with this Agreement. The Contractor shall notify BBH in writing in the event that an officer of the Board of Directors is unavailable to fulfill their duties for more than two (2) months.

14.2. The Contractor shall convene at least monthly membership meetings to support the empowerment and inclusion of the membership in Contractor policy and program development. The Contractor shall encourage PSA members to attend Contractor Board of Director meetings, but that action will not meet the requirement of this Paragraph. The Contractor shall post the times and locations of Board of Director meetings for any interested members.

14.3. The Contractor's Board of Directors shall maintain written records of Board meetings to include topics discussed, action and vote. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall submit to BBH a copy of the Board minutes when submitting all other required quarterly reports.

14.4. The Contractor's Board of Directors shall have a documented orientation process and manual for Directors.

14.5. The Contractor's Board of Directors shall have annual training related to roles and responsibility of Directors including fiduciary responsibilities. The officers of the Board of Directors shall have written descriptions of their duties. The Contractor shall have on file the most recent revision date with officers designated, date joined, term number, length of term, membership expiration date, all addresses, e-mail addresses, and telephone numbers listed.

14.6. The Contractor's Board of Directors shall assure that the Contractor has an Accounting Manual specific to the agency. The Accounting Manual shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;
14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
14.6.3. Internal Control Procedures; and
14.6.4. Expense Reimbursement and Advance Policy.

14.7. It is required by both State Administrative Rules and PSA Bylaws that the Contractor's Board of Directors has a minimum of nine (9) current and active Board of Directors members. If the Board of Directors membership falls below the required BBH minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately. If the Contractor's Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

16. Executive Director - Monthly Meeting Attendance: The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. Regional Community Support Meetings: At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings. The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

18. Newsletters/Calendars: Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

19. Changes to Budget Personnel Form B: The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it be for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

20. DMV Check / Defensive Driving: The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form, that those records indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

21. Increase the Unduplicated Numbers Served: In FY 2014 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2013. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2014 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be closely monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2014 may jeopardize future funding increases.

22. Purging Of Member Lists: Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook and shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

23. Peer Support Services: The Contractor shall provide peer support services to geographic region 6 (Nashua Area).

24. Memorandum of Understanding: Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2014.

25. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

Contractor Initials: ERB
Date: 5-1-13

FY2014
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and **HEARTS Peer Support Center of Greater Nashua Region 6**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2014. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91–A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

I. PERFORMANCE DOMAINS

A. FISCAL DOMAIN

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. Current Ratio

Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
Formula: Total current assets divided by total current liabilities.
Performance Standard: The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. Accounts Payable

Definition: The Contractors timeliness in paying invoices.
Performance Standard: The Contractor shall not have outstanding invoices greater than sixty (60) days.

3. Budget Management

Definition: Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year –to-date basis the percentage of the Contractors budget executed year-to-date.
Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. COMPLIANCE DOMAIN

1. Consumer Control

Rationale: Peer Support Agencies are consumer run and controlled.
Definition: Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.
Source of Data: BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. Board Of Directors Development

Rational: Members of the Board of Directors understand their roles and responsibilities.
Definition: There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

II. REMEDIATION PROCESS

A. REMEDIATION PROCESS FOR FISCAL DOMAIN

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.

2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.

3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.

4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

Agency: H.E.A.R.T.S. PSC	**DHHS/Division of Community Based Care Services** **The Bureau of Behavioral Health**
Name/Title: Ed Bowman Board President	**Name/Title:** **Nancy L. Rollins, Associate Commissioner**
Signature:	**Signature:** Nancy L. Rollins
Date: 5-1-13	**Date:** 5/8/13

Contractor Initials: ERB
Date: 5-1-13

PEER SUPPORT AGENCY SCOPE OF SERVICES FY14

Agency: H.E.A.R.T.S. PSC
Fiscal Period: 7/1/13 - 6/30/14

Date Prepared: 4/2/13
Prepared By: KEN LEWIS

	Peer Support Program 111a	Peer Support Program 211a	Peer Support Program 311a	Warm Line 211b	Outreach 111b	Vocational Support 111d	Respite 111e	Other 111f
PROGRAM NAME	H.E.A.R.T.S PSC							
Check program components:								
Monthly education	X							
Monthly newsletter	X							
Wellness training	X							
Peer support	X							
Telephone support	X							
Individual Peer Assistance	X							
Outreach	X							
Transportation	X							
Educational/vocational	X							
Other, specify:	X							
LOCATIONS—at the PSA	X							
Community	X							
NHH	X							
Other, sp:	X							
POPULATIONS -Adults	X							
Older Adults	X							
People with Mental Illness Who are Homeless	X							
DATES OF START (only if not July 1)								
SERVICE COMPLETION (only if not June 30)								

H.E.A.R.T.S. PSC of Greater Nashua Region VI

PEER SUPPORT SERVICES

144HEARTS
Fiscal Year / Site

H.E.A.R.T.S. Peer Support Center of Greater Nashua
Organization

Ken Lewis
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	773	40	40	40	893
A2) Members 60 and over	42	1	1	1	45
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	815	41	41	41	938
B1) New Members 59 and under (unduplicated within category at end of reporting period)	150	70	50	50	320
B2) New Members 60 and over (unduplicated within category at end of reporting period)	2	2	2	2	8
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	300	115	85	84	584
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	9	4	4	4	21
A3) Total Unduplicated Members/Participants Served in All Programs	309	119	89	88	605
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	40	35	33	32	140
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	321	132	132	132	717
B) Total Visit Days (members and participants only)	2850	2739	2700	2600	10889
C) Average Daily Visits (# of visit days/number of days open in reporting period)	41	41	41	41	
D) Number of Daytime Hours Each Week	40	40	40	40	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	40	40	40	40	
G) Number of Days the Program was Open in the Quarter	66	66	64	65	261
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	20	20	20	20	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	10	10	10	10	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	15	14	14	14	57
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	11	11	11	10	43
B) Peer Support Telephone Calls Received	30	29	29	29	117
VII. WARMLINE					
A) Warmline Telephone Calls Made	0	0	0	0	0
B) Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

144HEARTS
Fiscal Year / Site

H.E.A.R.T.S. Peer Support Center of Greater Nashua
Organization

Ken Lewis
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	5	5	5	5	20
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	10	10	10	10	40
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0

XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month	
A) Monthly Educational Events Y/N	Y	Y	Y	
B) Monthly Newsletters Y/N	Y	Y	Y	

XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	0	0	0	3	3
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	0	0	0	5	5

FY2014
EXHIBIT B
METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Retirement	$1,917
Total	**$1,917**

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:

8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.

8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund:	$95,565
Federal Funds:	$129,269
CFDA #:	93.958
Federal Agency:	U.S. Department of Health and Human Services
	Program Title: Block Grants for Community Mental Health Services
Amount:	$129,269

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102
05-95-92-920010-7143-102

Contractor Initials: ERB
Date: 5-1-13

FY2014
EXHIBIT C
SPECIAL PROVISIONS

1. Add the following to Paragraph 1.:

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

2. Add the following to Paragraph 4.:

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement 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.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

3. Add the following to Paragraph 6.:

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

4. Add the following to Paragraph 7.:

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

5. Replace Subparagraphs 8.1. through 8.1.3. with the following:

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.
8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.
8.1.7. Failure to comply with any covenants or conditions in this Agreement.
8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars ($10,000) or more.

6. Add the following to Subparagraph 8.2.:
8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

7. Add the following to Paragraph 8.:
8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

8. Add the following to Paragraph 9.:
9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.
9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
9.5.1. The Income Statement shall be based on the accrual method of accounting.
9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:
9.5.2.1. Mortgage payments shall include both principal and interest;
9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.
9.5.2.3. Capital expenditures shall be included on the Form A.
9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.
9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.
9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.
9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds $500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.
9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for

any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10. Replace Paragraph 12. with the following:

ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars ($10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars ($10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars ($10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than $500,000, replace Paragraph 14.1.1. with the following:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate; and

13. Add the following to Paragraph 14.:

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

14. Add the following to Paragraph 20.:

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

20.3.2. To make cash payments to intended recipients of health services.

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

20.3.4. To satisfy any requirement for the expenditure of non Federal funds as a condition of a receipt of Federal funds; or

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

20.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of $125,000 per year.

20.6. Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

20.6.1. All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

20.6.2. The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars ($10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.3. Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.4. In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

20.6.5. Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

20.6.6. Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

20.6.7. Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

20.6.8. Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

20.6.8.1. Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

20.6.8.2. Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

20.7. The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

20.8. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

Contractor Initials: CRB
Date: 5-1-13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: CRB
Date: 5-23-13

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

HEARTS Peer Support Ctr of Greater Nashua Reg 6 — From: 7/1/2013 To: 6/30/2014
(Contractor Name) (Period Covered by this Certification)

Edward R. Bowman Board President
(Name & Title of Authorized Contractor Representative)

Edward R. Bowman — 5-23-13
(Contractor Representative Signature) (Date)

Contractor Initials: ERB
Date: 5-23-13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 07-01-13 through 06-30-14

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.

Edward R. Bowman — Edward R. Bowman
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

HEARTS Peer Support Ctr of Greater Nashua Reg 6 — 5-23-13
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

Contractor Initials: ERB

Date: 5-23-13

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

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Contractor Initials: ERG

Date: 5-23-13

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Edward R. Bowman Edward R. Bowman Board President

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

HEARTS Peer Support Ctr of Greater Nashua Reg 6 5-23-13

(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Edward R. Bowman — Edward R. Bowman Board President

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

HEARTS Peer Support Ctr of Greater Nashua Reg 6 — 5-23-13

(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Edward R. Burns — Edward B. Bowman

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

HEARTS Peer Support Ctr of Greater Nashua Reg 6 — 5-23-13

(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

Contractor Initials: RRB
Date: 5-23-13

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: CKG
Date: 5-23-13

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

NH DHHS, Div of Community Based Care Services Bureau of Behavioral Health	HEARTS Peer Support Ctr of Greater Nashua Region 6
The State Agency Name	Name of the Contractor
5/8/13 Nancy L. Rollins	Edward R. Bowman
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	
Title of Authorized Representative	Title of Authorized Representative
Edward R. Bowman	5-23-13
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. 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.

Edward R. Bowman — Edward R. Bowman

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

HEARTS Peer Support Ctr of Greater Nashua Reg 6

(Contractor Name) (Date)

Contractor initials: ERB
Date: 5-23-22

NH Department of Health and Human Services

STANDARD EXHIBIT J

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: _____

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: _____

MH&Co

MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
H.E.A.R.T.S. Peer Support Center of Greater Nashua
Nashua, New Hampshire

We have audited the accompanying statement of financial position of H.E.A.R.T.S. Peer Support Center of Greater Nashua (a nonprofit organization) as of June 30, 2012, and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of H.E.A.R.T.S. Peer Support Center of Greater Nashua as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 7, 2012 on our consideration of the H.E.A.R.T.S. Peer Support Center of Greater Nashua's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 13 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Melanson, Heath + Company P.C.

December 7, 2012

H.E.A.R.T.S. Peer Support Center of Greater Nashua

Statement of Financial Position

June 30, 2012

ASSETS	Unrestricted	Temporarily Restricted	Total
Current Assets:			
Cash and cash equivalents	$ 19,567	$ 801	$ 20,368
Accounts receivable	6,383	-	6,383
Other current assets	900	-	900
Total Current Assets	26,850	801	27,651
Property and Equipment, net of accumulated depreciation of $ 6,355	10,529	-	10,529
Total Assets	$ 37,379	$ 801	$ 38,180
LIABILITIES AND NET ASSETS			
Current Liabilities:			
Accounts payable	$ 3,608	$ -	$ 3,608
Accrued expenses	2,709	-	2,709
Refundable advance - BBH	41,803	-	41,803
Total Current Liabilities	48,120	-	48,120
Net Assets	(10,741)	801	(9,940)
Total Liabilities and Net Assets	$ 37,379	$ 801	$ 38,180

See accompanying notes to the financial statements

H.E.A.R.T.S. Peer Support Center of Greater Nashua

Statement of Activities

For the Year Ended June 30, 2012

	Unrestricted			Temporarily	
	BBH	Non-BBH	Total	Restricted	Total
Support and Revenue:					
Federal grants	$ 134,299	$ -	$ 134,299	$ -	$ 134,299
Bureau of Behavioral Health	54,258	-	54,258	-	54,258
Other public support	-	8,773	8,773	-	8,773
Interest income	-	3	3	-	3
Net assets released from restriction	-	123	123	(123)	-
Total Support and Revenue	188,557	8,899	197,456	(123)	197,333
Expenses:					
Program services	145,349	10,388	155,737	-	155,737
General and administrative	43,208	3,112	46,320	-	46,320
Fundraising	-	10,727	10,727	-	10,727
Total Expenses	188,557	24,227	212,784	-	212,784
Change in Net Assets Before Depreciation	-	(15,328)	(15,328)	(123)	(15,451)
Depreciation (see note 5)	3,000	628	3,628	-	3,628
Change in Net Assets	(3,000)	(15,956)	(18,956)	(123)	(19,079)
Net Assets, Beginning of Year	12,750	(4,535)	8,215	924	9,139
Net Assets, End of Year	$ 9,750	$ (20,491)	$ (10,741)	$ 801	$ (9,940)

See accompanying notes to the financial statements

H.E.A.R.T.S. Peer Support Center of Greater Nashua

Statement of Functional Expenses

For the Year Ended June 30, 2012

	Program Services	General and Administrative	Fundraising	Total
Accounting fees	$ -	$ 6,702	$ -	$ 6,702
Advertising and promotion	-	753	432	1,185
Building and household supplies	1,826	-	-	1,826
Client food	1,386	-	-	1,386
Client travel and transportation	4,623	-	-	4,623
Employee benefits	14,771	5,738	2,279	22,788
Insurance	2,928	3,999	-	6,927
Office supplies and equipment	-	4,402	-	4,402
Other expenses	9,402	-	-	9,402
Payroll taxes	7,049	1,640	644	9,333
Postage and shipping	-	239	-	239
Rent	34,776	3,024	-	37,800
Repairs and maintenance	457	-	-	457
Salaries and wages	71,357	18,777	7,372	97,506
Staff development	3,776	-	-	3,776
Staff travel and transportation	1,073	1,046	-	2,119
Telephone	2,139	-	-	2,139
Utilities	174	-	-	174
Total expenses before depreciation	155,737	46,320	10,727	212,784
Depreciation (see note 5)	3,000	628	-	3,628
Total expenses	$ 158,737	$ 46,948	$ 10,727	$ 216,412

See accompanying notes to the financial statements

H.E.A.R.T.S. Peer Support Center of Greater Nashua

Statement of Cash Flows

For the Year Ended June 30, 2012

Cash Flows From Operating Activities:	
Change in net assets	$ (19,079)
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	3,628
(Increase) Decrease In:	
Accounts receivable	(5,314)
Other current assets	(900)
Increase (Decrease) In:	
Accounts payable	2,862
Accrued expenses	(2,483)
Refundable advance - BBH	25,571
Net Cash Provided By Operating Activities and Net Increase in Cash and Cash Equivalents	4,285
Cash and Cash Equivalents, Beginning of Year	16,083
Cash and Cash Equivalents, End of Year	$ 20,368

See accompanying notes to the financial statements

H.E.A.R.T.S.
Peer Support Center of Greater Nashua Region VI

Mission Statement

Our mission, as peers, is to support one another as people who are challenged by the daily effects of living with, coping with, and recovering from mental health issues. Everyone will be encouraged to develop relationships that will enable and empower each other to learn, to grow, and to understand each other's world view. In addition, our aim is to develop greater awareness of personal and relational patterns and to support and challenge each other through peer support, self-advocacy, empowerment, and education. Our ultimate goal is to achieve recovery and ongoing wellness.

KEY ADMINISTRATIVE PERSONNEL - FY2014

H.E.A.R.T.S.

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Ken Lewis	1.00	$ 38,022.00	$ 36,747.16	97%
		0.00	$ -	$ -	#DIV/0!

Ken Lewis

OBJECTIVE

Secure a position working with people challenged by disabilities, using my knowledge, supervisory skills and past experiences with individuals who are mentally challenged, chemically dependent, homeless, and/or hearing impaired.

EXPERIENCE

2010-2013 **Executive Director** of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI

Moved and opened a 900 sq. ft. Peer Support Center at 3 Pine St. Ext. Unit B with an Asst. Director, Members, and Participants on July 1 2010. Overseen daily operations of this Peer Support Center, which is open 8:00 am to 4:00 pm Monday thru Friday. Provided peer support, literature, and training to one paid/peer staff, volunteers, and all its members. Facilitated groups, attended training, complete and maintain certifications, attend required meeting, imputed and submitted all statistical reports and documents. I continued to develop the H.E.A.R.T.S. program and a Board of Directors, reporting to the BOD, as well as registering and submitted all required paperwork. On July 1, 2011 moved and open a larger center of 1,540 sq. due to increased membership size. Continue to develop programming, promoting in all regional areas and community providers working with the members communities and the BOD to insure and improve the communication of a Consumer run organization. Working hard on collaboration with local mental health center and lamprey health clinic on a Healthy Connections and Whole Health and Wellness Program and continuing to support, and grow these groups to be more of a peer supportive model. Oversee increased Staff of 1 full time Assistant and 6 part-time staff hired from within membership to support a continue population growth to date. I am aggressively making great strides developing community collaborations and connections with community provider within its Continuum of Care, community stakeholders, and our two local hospitals to ensure peer support and H.E.A.R.T.S. PSC is represented. I am a new member of the NH State Behavioral Health Advisory Council.

2009-2010 **Executive Director** of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI /HHI

Overseen daily operations of this Peer Support Center, which is open 8:00 am to 4:00 pm Monday thru Friday. Provided peer support, literature, and training to one paid/peer staff, volunteers, and all its members. Facilitated groups, attended training, complete and maintain certifications, attend required meeting, imputed and submitted all statistical reports and documents. Continued to develop the H.E.A.R.T.S. program and a Board of Directors, reporting to the BOD, as well as registering and submitted all required paperwork to allow H.E.A.R.T.S. PSA to become a totally peer run Independent 501(C) 3 corporation by end of Fiscal year FY10 June 30, 2010.

2007-2009 **Program Manager** of Connections at Harbor Homes (HHI) 45 High St. Nashua, NH 03060

Became the program manager and was responsible for the day-to-day supervision and operation of the peer support / information resource program for HHI. Knowledge of available services and proved proficient in referring mentally challenged and homeless individuals to the proper agencies. Supervised mentally challenged individuals satisfactory and maintained proper boundaries. Duties include but not limited to; supervising staff, volunteers, and members daily, tracking data necessary for grant outcomes and information where tracking would be needed; assurance of facility operating in a safe manner; help create and organize new program emphasizing peer support; organizing and facilitating groups using IPS and WRAP training methods. Responsible for evolving the peer support program to becoming its own independent 501©3 PSA Center, and developing a Interim Board of Directors and reporting directly to the BOD.

2005-2007 **Program Coordinator** of Connections at Harbor Homes (HHI) 45 High St. Nashua, NH 03060

Assisted the program manager in the day-to-day supervision and operation of the peer support / information resource program for HHI. Knowledge of available services and proved proficient in referring mentally challenged and homeless individuals to the proper agencies. Supervised mentally challenged individuals satisfactory and maintained proper boundaries. Duties include but not limited to; supervising staff, volunteers, and members daily, tracking data necessary for grant outcomes and information where tracking would be needed; assurance of facility operating in a safe manner; help create and organize new program emphasizing peer support; Organizing and facilitating groups using IPS and WRAP training methods.

2003-2005	Machine Operator/NC Operator at Sanmina-Sci Corp. in Wilmington, MA
2002-2003	Assistance Manager at Spring Glow Services in Oroville, CA
1998-2002	Craftsman-Pipe Fitter/Boilermaker at NEPCO Corp. in Sacramento, CA
1989-1998	Engineering Technician at HADCO Corp. in Hudson, NH
1986-1989	Incoming Inspection QA/QC at Digital Corp. in Nashua, NH
1984-1986	Electronic Technician at Wang Corp. in Haverhill, MA
1983-1984	Electronic Technician at Lockheed/Sanders in Nashua, NH

EDUCATION

2004 – 2007	New Hampshire Community Technical College, Nashua, NH Certificate in American Sign Language I, II, III, IV; Deaf Culture I, II
1974-1978	Sunnyvale High School, Sunnyvale, CA Graduated 1978

TRAININGS

Certified in IPS Training and Co-Supervision
IPS/WRAP Facilitators Training
Certified in WRAP Training
Substance Abuse State of New Hampshire Training
Planting the Seeds for Health and Wholeness Training
Smoking Cessation Program
Certified in SOAR Program
Certified in First-Aid and CPR
Certification in American Sign Language
Safe Food Handling Class from NHFB
Administrative Training
Members Rights and Responsibilities
Sexual Harassment

H.E.A.R.T.S.

BOARD OF DIRECTORS LIST

FEBRUARY 27, 2013

PRESIDENT
Ed Bowman

VICE PRESIDENT
Steve Farr

SECRETARY
Patricia A. Worsley

TREASURER
Claire Peddle

Christine Graham

Ruth Morgan

Kathy Paquette

Kathyrn Dutton

Jim Balchunis

ALTERNATE BOARD MEMBER
Jill O'Neill

EXECUTIVE DIRECTOR
Ken Lewis

ASST. EXECUTIVE DIRECTOR
Tom Doucette

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 H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI is a New Hampshire nonprofit corporation formed February 19, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2013

William M. Gardner
Secretary of State

Region: Region VI

Program: H.E.A.R.T.S.

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
400	**PROG. SERV. FEES**				
401	Net client fees	0	0	0	0
402	HMO's	0	0	0	0
403	BC/BS	0	0	0	0
404	Medicaid	0	0	0	0
405	Medicare	0	0	0	0
406	Other insurance	0	0	0	0
411	Other program fees	0	0	0	0
	Subtotal	0	0	0	0
420	**PROG. SALES**				
421	Production	0	0	0	0
422	Service	0	0	0	0
430	**PUBLIC SUPPORT**				
431	United Way	0	0	0	0
432	Local/County Government	0	0	0	0
433	Donations/Contributions	0	0	0	0
435	Other public support	7,800	0	0	7,800
436	DVR	0	0	0	0
437	Div. Alc/Drug Abuse Prev.& Recovery	0	0	0	0
438	DCYF	0	0	0	0
439	State Emergency Shelter Grant	0	0	0	0
440	**FEDERAL FUNDING**				
441	Block Grants	129,269	0	129,269	0
442	Community Support Prog	0	0	0	0
443	CSP Anticipated (amendment)	0	0	0	0
444	HUD	0	0	0	0
445	Other federal grants	0	0	0	0
446	PATH	0	0	0	0
447	CARE NH	0	0	0	0
448	MHSIP	0	0	0	0
450	RENTAL INCOME	0	0	0	0
460	INTEREST INCOME	0	0	0	0
470	IN-KIND DONATIONS	0	0	0	0
480	**BBH**				
481	Community Mental Health	95,565	0	95,565	0
482	Community Developmental Services	0	0	0	0
490	OTHER REVENUES	0	0	0	0
491	Other DBH (carry over)	0	0	0	0
	Subtotal	232,634	0	224,834	7,800
500	GM Allocation	0	0	0	0
TOTAL PROGRAM REVENUES		232,634	0	224,834	7,800

Region: Region VI

Program: H.E.A.R.T.S.

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
600	**PERSONNEL COSTS**				
601	Salary & Wages	120,515	0	114,951	5,564
602	Employee Benefits	26,890	0	25,923	967
603	Payroll taxes	9,219	0	8,794	426
	Subtotal	156,625	0	149,668	6,957
610	Client Wages	0	0	0	0
620	**PROFESSIONAL FEES**				
621	Substitute Staff	0	0	0	0
622	Client Evaluations/Services	0	0	0	0
624	Accounting	5,500	0	5,500	0
625	Audit Fees	4,575	0	4,575	0
626	Legal Fees	0	0	0	0
627	Other Professional Fees/Consult	0	0	0	0
630	**STAFF DEV & TRNG.**				
631	Journals & Publications	0	0	0	0
632	In-Service Training	0	0	0	0
633	Conferences & Conventions	0	0	0	0
634	Other Staff Development	0	0	0	0
640	**OCCUPANCY COSTS**				
641	Rent	36,000	0	36,000	0
642	Mortgage Payments	0	0	0	0
643	Heating Costs	0	0	0	0
644	Other Utilities	0	0	0	0
645	Maintenance & Repairs	500	0	500	0
646	Taxes	0	0	0	0
647	Other Occupancy Costs	0	0	0	0
650	**CONSUMABLE SUPPLIES**				
651	Office	2,600	0	2,600	0
652	Building/Household	2,600	0	2,600	0
653	Educational/Training	0	0	0	0
654	Production & Sales	0	0	0	0
655	Food	1,500	0	1,500	0
656	Medical	0	0	0	0
657	Other Consumable Supplies	0	0	0	0
660	CAPITAL EXPENDITURES	0	0	0	0
665	DEPRECIATION	0	0	0	0
670	EQUIPMENT RENTAL	0	0	0	0
680	EQUIPMENT MAINTENANCE	0	0	0	0
	Subtotal page	209,900	0	202,943	6,957

Region: Region VI

Program: H.E.A.R.T.S.

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
Total Carried Forward		209,900	0	202,943	6,957
700	ADVERTISING	1,200	0	1,200	0
710	PRINTING	1,200	0	1,200	0
720	TELEPHONE/COMMUNICATIONS	2,100	0	2,100	0
730	POSTAGE/SHIPPING	250	0	250	0
740	**TRANSPORTATION**				
741	Board Members	0	0		0
742	Staff	2,543	0	2,500	43
743	Clients	6,900	0	6,500	400
744	Delivery Products	0	0	0	0
750	**ASSIST.TO INDIVIDUALS**				
751	Client Services	0	0	0	0
752	Clothing	0	0	0	0
760	**INSURANCE**				
761	Malpractice & Bonding	900	0	900	0
762	Vehicles	2,400	0	2,400	0
763	Comprehensive Property & Liability	3,400	0	3,400	0
770	MEMBERSHIP DUES	0	0	0	0
800	OTHER EXPENDITURES	1,841	0	1,441	400
801	INTEREST EXPENSE	0	0	0	0
802	IN-KIND EXPENSE	0	0	0	0
	TOTAL EXPENSES	232,634	0	224,834	7,800
900	ADMINISTRATIVE ALLOCATION	0	0	0	0
TOTAL PROGRAM EXPENSES		232,634	0	224,834	7,800
SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)		0	0	0	0
	Verification of Balancing s/b 0	0			

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2012

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

CONTACT NAME: Fairley Kenneally
PHONE (A/C, No, Ext): (603)293-2791 FAX (A/C, No): (603)293-7188
E-MAIL ADDRESS: fairley@esinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	
INSURER B: United Financial Casualty	11770
INSURER C: First Comp	
INSURER D: United States Liability	
INSURER E: Hartford	
INSURER F:	

INSURED
H.E.A.R.T.S. Peer Support Center of Greater
PO Box 1564
Nashua NH 03061

COVERAGES **CERTIFICATE NUMBER:** 2012 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			NN133507	7/1/2012	7/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ included
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			08116464-1	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0112725-03	7/1/2012	7/1/2013	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
D	Directors & Officers			NDO2010584	7/1/2012	7/1/2013	liability	$1,000,000
E	Employee Dishonesty			04BDDGB6960	07/27/2011	07/27/2014	limit	$14,000

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

CERTIFICATE HOLDER

NH DHHS
Bureau of Behavorial Health
105 Pleasant Street
Concord, NH 03301-6504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

F Kenneally/FAIRLE Fairley Kenneally

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Region VI

HEARTS Peer Support Center of Greater Nashua Region 6

Communities Served:

Amherst
Brookline
Hollis
Hudson
Litchfield
Mason
Merrimack
Milford
Mont Vernon
Nashua

Peer Support Services

Establishment Dates

Agency	Date Established
Monadnock Area Peer Support Agency 64 Beaver Street PO Box 258 Keene NH 03431	10-23-95
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6 5 Pine Street Extension, Unit B PO Box 1564 Nashua NH 03060	02-19-09
Lakes Region Consumer Advisory Board 328 Union Avenue PO Box 304 Laconia NH 03246	10-19-93
On the Road to Recovery, Inc. 13 Orange Street PO Box 1721 Manchester NH 03105	11-16-88
Seacoast Consumer Alliance Peer Support Center, Inc. 544 Islington Street Portsmouth NH 03801	06-08-92
The Alternative Life Center 486 White Mountain Highway PO Box 241 Conway NH 03818	01-15-99
The Stepping Stone Drop-In Center Association 108 Pleasant Street Claremont NH 03743	09-08-95
Tri-City Consumers' Action Co-operative, Inc. 36 Wakefield Street Rochester NH 03867-1929	12-30-94

Subject: Peer Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Bureau of Behavioral Health		**1.2 State Agency Address** 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name Lakes Region Consumer Advisory Board		**1.4 Contractor Address** 328 Union Avenue PO Box 304 Laconia, NH 03247	
1.5 Contractor Phone Number 603-524-0801	**1.6 Account Number** 05-95-92-920010-7011-102 05-95-92-920010-7143-102	**1.7 Completion Date** 06-30-2014	**1.8 Price Limitation** $331,666.
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-5000	
1.11 Contractor Signature M. J. Belisle		**1.12 Name and Title of Contractor Signatory** M. Jay Belisle, Board Treasurer	

1.13 Acknowledgement: State of New Hampshire, County of Merrimack

On 04-19-13, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public ~~or Justice of the Peace~~

[Seal] Karen S. Thurston

1.13.2 Name and Title of Notary or ~~Justice of the Peace~~

KAREN S. THURSTON
NOTARY PUBLIC
NEW HAMPSHIRE
MY COMMISSION EXPIRES JUNE 17, 2014

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Jeanne P. Herrick, Attorney	On: 21 May 2013
1.18 Approval by the Governor and Executive Council By:	On:

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

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

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

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

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

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

Contractor Initials: MJB
Date: 4/19/2013

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: MJB

Date: 4/19/2013

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.

Contractor Initials: MSB
Date: 4/19/2013

CERTIFICATE OF VOTE

I, **Karen Thurston**, do hereby certify that:

1. I am the duly elected Clerk of **Lakes Region Consumer Advisory Board**

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **April 19, 2013**.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Peer Support Services.

RESOLVED: That the **Treasurer** hereby is authorized on behalf of this Corporation 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **April 19, 2013**.

4. **Jay Belisle** is duly elected **Treasurer** of the Corporation.

(Seal)
(Corporation)

(Signature of Board Secretary)

State of **New Hampshire**

County of Belknap

The foregoing instrument was acknowledged before me this **19th** day of **April, 2013**.

By **Karen Thurston, Board Secretary**

Name: **(Insert Name)**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: **(date)**

CINDY A. JACQUES
NOTARY PUBLIC - NEW HAMPSHIRE
My Commission Expires
February 2, 2016

EXHIBIT A
SCOPE OF WORK
FY2014

1. Provision of Services: The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. Performance of Service: Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. State Right to Modify: The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. Other Sources of Funding: The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. Employment Procedures: The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. Criminal Record Check: The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. Program Staff Positions: The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. Staff Training, Development & Orientation: The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

- **8.3.1.** Peer Support;
- **8.3.2.** Warmline;
- **8.3.3.** Facilitating Peer Support Groups;
- **8.3.4.** Sexual Harassment; and
- **8.3.5.** Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

- **8.4.1.** On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- **8.4.2.** Administrative staff, including the Director, shall participate in trainings on:
  - **8.4.2.1.** Staff Development;
  - **8.4.2.2.** Supervision;

8.4.2.3. Performance Appraisals;
8.4.2.4. Employment Practices
8.4.2.5. Harassment;
8.4.2.6. Program Development;
8.4.2.7. Complaints and the Complaint Process; and
8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. Outcome Measures & Performance Indicators: The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. Quality Improvement/Assurance: The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. Fiduciary & Programmatic Compliance: At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. Funds Provided Pursuant to this Agreement: For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. Definitions: For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;
13.1.2. Outreach;
13.1.3. Individual Peer Assistance;
13.1.4. Telephone Support during business hours;
13.1.5. A monthly newsletter;
13.1.6. Wellness Training;
13.1.7. Community Education; and
13.1.8. Monthly Educational Events to members.

13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the

public mental health services delivery system.

13.6. Peer support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

14.1. The Contractor shall maintain records of membership for purposes of validation of annual board elections and to support efficient and regular communications with membership regarding Contractor activities. Such records shall be considered confidential and shall not be disclosed to the public but shall be made available to BBH upon request to monitor compliance with this Agreement. The Contractor shall notify BBH in writing in the event that an officer of the Board of Directors is unavailable to fulfill their duties for more than two (2) months.

14.2. The Contractor shall convene at least monthly membership meetings to support the empowerment and inclusion of the membership in Contractor policy and program development. The Contractor shall encourage PSA members to attend Contractor Board of Director meetings, but that action will not meet the requirement of this Paragraph. The Contractor shall post the times and locations of Board of Director meetings for any interested members.

14.3. The Contractor's Board of Directors shall maintain written records of Board meetings to include topics discussed, action and vote. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall submit to BBH a copy of the Board minutes when submitting all other required quarterly reports.

14.4. The Contractor's Board of Directors shall have a documented orientation process and manual for Directors.

14.5. The Contractor's Board of Directors shall have annual training related to roles and responsibility of Directors including fiduciary responsibilities. The officers of the Board of Directors shall have written descriptions of their duties. The Contractor shall have on file the most recent revision date with officers designated, date joined, term number, length of term, membership expiration date, all addresses, e-mail addresses, and telephone numbers listed.

14.6. The Contractor's Board of Directors shall assure that the Contractor has an Accounting Manual specific to the agency. The Accounting Manual shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;
14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
14.6.3. Internal Control Procedures; and
14.6.4. Expense Reimbursement and Advance Policy.

14.7. It is required by both State Administrative Rules and PSA Bylaws that the Contractor's Board of Directors has a minimum of nine (9) current and active Board of Directors members. If the Board of Directors membership falls below the required BBH minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately. If the Contractor's Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

16. Executive Director - Monthly Meeting Attendance: The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. Regional Community Support Meetings: At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings. The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

18. Newsletters/Calendars: Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

19. Changes to Budget Personnel Form B: The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it be for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

20. DMV Check / Defensive Driving: The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form, that those records indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

21. Increase the Unduplicated Numbers Served: In FY 2014 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2013. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2014 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be closely monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2014 may jeopardize future funding increases.

22. Purging Of Member Lists: Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook and shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

23. Peer Support Services: The Contractor shall provide peer support services to geographic region 3 (Laconia area) and 4 (Concord area).

24. Warm Line Services: The Contractor shall provide peer support warm line services to geographic region 3 (Laconia area), 4 (Concord area), 6 (Nashua area), and 7 (Manchester area).

25. Memorandum of Understanding: Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2014.

26. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

Contractor Initials: KST
Date: 5/1/2013

FY2014
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and **Lakes Region Consumer Advisory Board**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2014. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91–A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

I. PERFORMANCE DOMAINS

A. FISCAL DOMAIN

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. Current Ratio

Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
Formula: Total current assets divided by total current liabilities.
Performance Standard: The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. Accounts Payable

Definition: The Contractors timeliness in paying invoices.
Performance Standard: The Contractor shall not have outstanding invoices greater than sixty (60) days.

3. Budget Management

Definition: Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year –to-date basis the percentage of the Contractors budget executed year-to-date.
Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. COMPLIANCE DOMAIN

1. Consumer Control

Rationale: Peer Support Agencies are consumer run and controlled.
Definition: Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.
Source of Data: BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. Board Of Directors Development

Rational: Members of the Board of Directors understand their roles and responsibilities.
Definition: There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

II. REMEDIATION PROCESS

A. REMEDIATION PROCESS FOR FISCAL DOMAIN

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.

2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.

3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.

4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

Agency: **Lakes Region Consumer Advisory Board**	**DHHS/Division of Community Based Care Services** **The Bureau of Behavioral Health**
Name/Title: Karen S. Thurston, Clerk	**Name/Title:** **Nancy L. Rollins, Associate Commissioner**
Signature: Ka S. Thurston	**Signature:** Nancy L. Rollins
Date: 5/1/2013	**Date:** 5/8/13

PEER SUPPORT AGENCY SCOPE OF SERVICES FY14

Agency: Lakes Region Consumer Advisory Board
Fiscal Period: 7/1/13 - 6/30/14

Date Prepared: 4/1/13
Prepared By: David S LaCroix

	Peer Support Program 111a	Peer Support Program 211a	Peer Support Program 311a	Warm Line 211b	Outreach 111b	Vocational Support 111d	Respite 111e	Other 111f
PROGRAM NAME	Laconia	Concord	Plymouth					
Check program components:								
Monthly education	X	X	X					
Monthly newsletter	X	X	X					X
Wellness training	X	X	X					
Peer support	X	X	X					
Telephone support	X	X	X					
Individual Peer Assistance	X	X	X					
Outreach	X	X	X					
Transportation	X	X	X					
Educational/vocational	X	X	X					
Other, specify:								
LOCATIONS—at the PSA	X	X	X	X	X	X		
Community	X	X	X					
NHH	X	X	X					
Other, sp:								
POPULATIONS -Adults	X	X	X	X	X	X		
Older Adults	X	X	X	X	X	X		
People with Mental Illness Who are Homeless	X	X	X	X	X	X		
DATES OF START (only if not July 1)								
SERVICE COMPLETION (only if not June 30)								

(comments here)

PEER SUPPORT SERVICES

144LRCAB-LACO
Fiscal Year / Site

Lakes Region Consumer Advisory Board - Laconia
Organization

David LaCroix
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	142	5	4	5	156
A2) Members 60 and over	17	2	2	2	23
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	159	7	6	7	179
B1) New Members 59 and under (unduplicated within category at end of reporting period)	4	5	5	5	19
B2) New Members 60 and over (unduplicated within category at end of reporting period)	0	0	0	0	0
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	73	4	5	0	82
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	7	1	2	0	10
A3) Total Unduplicated Members/Participants Served in All Programs	80	5	7	0	92
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	5	4	5	4	18
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	5	4	5	4	18
B) Total Visit Days (members and participants only)	680	620	620	625	2545
C) Average Daily Visits (# of visit days/number of days open in reporting period)	8	10	10	12	
D) Number of Daytime Hours Each Week	42	42	42	42	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	42	42	42	42	
G) Number of Days the Program was Open in the Quarter	92	93	93	92	370
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	14	14	14	14	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	4	4	4	4	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts		0	0	0	0
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	365	300	350	375	1390
B) Peer Support Telephone Calls Received	305	390	425	400	1520
VII. WARMLINE					
A) Warmline Telephone Calls Made	200	150	170	180	700
B) Warmline Telephone Calls Received	620	540	650	600	2410

PEER SUPPORT SERVICES

144LRCAB-LACO
Fiscal Year / Site

Lakes Region Consumer Advisory Board - Laconia
Organization

David LaCroix
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	0	0	0	0	0
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	0	0	0	0	0
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0
XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month		
A) Monthly Educational Events Y/N	y	y	y		
B) Monthly Newsletters Y/N	y	y	y		
XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	7	0	0	2	9
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	2	0	0	2	4

PEER SUPPORT SERVICES

144LRCAB-CONC
Fiscal Year / Site

Lakes Region Consumer Advisory Board - Concord
Organization

David LaCroix
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	85	3	3	4	95
A2) Members 60 and over	12	7	2	0	21
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	97	10	5	4	116
B1) New Members 59 and under (unduplicated within category at end of reporting period)	10	2	2	3	17
B2) New Members 60 and over (unduplicated within category at end of reporting period)	1	0	1	1	3
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	73	4	2	4	83
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	12	1	1	1	15
A3) Total Unduplicated Members/Participants Served in All Programs	85	5	5	5	98
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	6	10	6	5	27
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	83	6	8	8	105
B) Total Visit Days (members and participants only)	1300	1100	950	1200	4550
C) Average Daily Visits (# of visit days/number of days open in reporting period)	16	12	15	18	
D) Number of Daytime Hours Each Week	21	21	21	21	
E) Number of Evening Hours Each Week	14	14	14	14	
F) Number of Hours Open/Week (F=D+E)	35	35	35	35	
G) Number of Days the Program was Open in the Quarter	90	90	90	90	360
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	11	11	12	12	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	7	8	7	8	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	0	0	0	0	0
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	180	175	140	150	645
B) Peer Support Telephone Calls Received	220	180	200	140	740
VII. WARMLINE					
A) Warmline Telephone Calls Made	0	0	0	0	0
B) Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

144LRCAB-CONC
Fiscal Year / Site

Lakes Region Consumer Advisory Board - Concord
Organization

David LaCroix
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	0	0	0	0	0
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	0	0	0	0	0
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0
XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month		
A) Monthly Educational Events Y/N	y	y	y		
B) Monthly Newsletters Y/N	y	y	y		
XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	0	5	4	8	17
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	0	2	1	2	5

PEER SUPPORT SERVICES

144LRCAB-PLYM
Fiscal Year / Site

Lakes Region Consumer Advisory Board - Plymouth
Organization

David LaCroix
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	18	0	1	1	20
A2) Members 60 and over	2	0	1	0	3
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	20	0	2	1	23
B1) New Members 59 and under (unduplicated within category at end of reporting period)	4	1	0	1	6
B2) New Members 60 and over (unduplicated within category at end of reporting period)	2	0	1	0	3
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	18	1	1	0	20
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	2	1	1	0	4
A3) Total Unduplicated Members/Participants Served in All Programs	20	2	2	0	24
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	0	0	0	0	0
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	0	0	0	0	0
B) Total Visit Days (members and participants only)	0	0	0	0	0
C) Average Daily Visits (# of visit days/number of days open in reporting period)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
D) Number of Daytime Hours Each Week	0	0	0	0	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	0	0	0	0	
G) Number of Days the Program was Open in the Quarter	0	0	0	0	0
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	1	0	2	1	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	1	0	1	1	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	160	175	140	180	655
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	185	190	150	168	693
B) Peer Support Telephone Calls Received	195	187	145	160	687
VII. WARMLINE					
A) Warmline Telephone Calls Made	0	0	0	0	0
B) Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

144LRCAB-PLYM
Fiscal Year / Site

Lakes Region Consumer Advisory Board - Plymouth
Organization

David LaCroix
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	0	0	0	0	0
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	0	0	0	0	0
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0

XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month		
A) Monthly Educational Events Y/N					
B) Monthly Newsletters Y/N					
XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	0	0	0	0	0
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	0	0	0	0	0

FY2014
EXHIBIT B
METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Retirement	$2,875
Total	**$2,875**

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:

8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.

8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund:	$140,974
Federal Funds:	$190,692
CFDA #:	93.958
Federal Agency:	U.S. Department of Health and Human Services
	Program Title: Block Grants for Community Mental Health Services
Amount:	$190,692

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102
05-95-92-920010-7143-102

Contractor Initials: KST
Date: 5/1/2013

FY2014
EXHIBIT C
SPECIAL PROVISIONS

1. Add the following to Paragraph 1.:

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

2. Add the following to Paragraph 4.:

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement 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.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

3. Add the following to Paragraph 6.:

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

4. Add the following to Paragraph 7.:

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

5. Replace Subparagraphs 8.1. through 8.1.3. with the following:

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.
8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.
8.1.7. Failure to comply with any covenants or conditions in this Agreement.
8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars ($10,000) or more.

6. Add the following to Subparagraph 8.2.:
8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

7. Add the following to Paragraph 8.:
8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

8. Add the following to Paragraph 9.:
9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.
9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
9.5.1. The Income Statement shall be based on the accrual method of accounting.
9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:
9.5.2.1. Mortgage payments shall include both principal and interest;
9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.
9.5.2.3. Capital expenditures shall be included on the Form A.
9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.
9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.
9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.
9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds $500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.
9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for

any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10. Replace Paragraph 12. with the following:

ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars ($10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars ($10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars ($10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than $500,000, replace Paragraph 14.1.1. with the following:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate; and

13. Add the following to Paragraph 14.:

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

14. Add the following to Paragraph 20.:

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

20.3.2. To make cash payments to intended recipients of health services.

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

20.3.4. To satisfy any requirement for the expenditure of non Federal funds as a condition of a receipt of Federal funds; or

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

20.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of $125,000 per year.

20.6. Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

20.6.1. All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

20.6.2. The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars ($10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.3. Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.4. In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

20.6.5. Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

20.6.6. Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

20.6.7. Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

20.6.8. Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

20.6.8.1. Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

20.6.8.2. Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

20.7. The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

20.8. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

Contractor Initials: KST
Date: 5/1/2013

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

Lakes Region Consumer Advisory Board — From: 7/1/2013 To: 6/30/2014
(Contractor Name) (Period Covered by this Certification)

Karen S. Thurston, Clerk
(Name & Title of Authorized Contractor Representative)

Karen S. Thurston — 4/26/2013
(Contractor Representative Signature) (Date)

Contractor Initials: KST
Date: 4/26/2013

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 07-01-13 through 06-30-14

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.

Karen S. Thurston — (Contractor Representative Signature)

Karen S. Thurston Clerk — (Authorized Contractor Representative Name & Title)

Lakes Region Consumer Advisory Board — (Contractor Name)

4/26/2013 — (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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Date: 4/26/2013

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

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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Date: 4/26/2013

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Karen S. Thurston — Karen S. Thurston Clerk

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Lakes Region Consumer Advisory Board — 4/26/2013

(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Kara S. Thurston — Karen S. Thurston, Clerk

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Lakes Region Consumer Advisory Board — 4/26/2013

(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Karen S. Thurston — Karen S. Thurston Clerk

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Lakes Region Consumer Advisory Board — 4/26/2013

(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

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k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH DHHS, Div of Community Based Care Services Bureau of Behavioral Health	Lakes Region Consumer Advisory Brd
The State Agency Name	Name of the Contractor
Nancy L. Rollins	Karen S. Thurston
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Karen S. Thurston
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Clerk
Title of Authorized Representative	Title of Authorized Representative
5/8/13	4/26/2013
Date	Date

Contractor Initials: KST
Date: 4/26/2013

NH Department of Health and Human Services

STANDARD EXHIBIT J

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:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. 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.

Karen S. Thurston — Karen S. Thurston, Clerk

(Contractor Representative Signature) — (Authorized Contractor Representative Name & Title)

Lakes Region Consumer Advisory Board — 4/26/2013

(Contractor Name) — (Date)

Contractor initials: KST
Date: 4/26/2013

NH Department of Health and Human Services

STANDARD EXHIBIT J

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: 964915909

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?

N 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 Y 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: _____

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Lakes Region Consumer Advisory Board
Laconia, New Hampshire

We have audited the accompanying statements of financial position of Lakes Region Consumer Advisory Board (a nonprofit organization) as of June 30, 2012 and 2011, and the related statements of activities and changes in net assets, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Consumer Advisory Board as of June 30, 2012 and 2011, and the changes in net assets and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
August 2, 2012

LAKES REGION CONSUMER ADVISORY BOARD
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2012 AND 2011

ASSETS	2012	2011
CURRENT ASSETS		
Cash and cash equivalents, non-BBH refundable	$ 4,425	$ 15,679
Cash and cash equivalents, BBH refundable	125,195	102,674
Security deposit	2,000	2,000
Prepaid expenses	7,145	8,675
Total Current Assets	138,765	129,028
PROPERTY AND EQUIPMENT, at cost		
Building and land	146,633	146,633
Equipment	52,152	52,152
Furniture and fixtures	11,184	11,184
Total property & equipment	209,969	209,969
Less accumulated depreciation	100,202	91,472
	109,767	118,497
Total Assets	248,532	247,525
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	16,126	12,343
Security deposit	450	-
Long-term debt, current portion	8,392	7,964
Total Current Liabilities	24,968	20,307
LONG-TERM LIABILITIES		
Refundable BBH advance	145,735	123,214
Long-term debt, net of current portion	31,383	39,633
Total Long-Term Liabilities	177,118	162,847
NET ASSETS		
Unrestricted	46,446	64,371
Total Liabilities and Net Assets	$ 248,532	$ 247,525

See Independent Auditors' Report and Notes to Financial Statements

LAKES REGION CONSUMER ADVISORY BOARD
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	$ 293,351	$ 325,592
Special funding	-	15,086
Fundraising income	2,687	-
Interest income	67	99
Rental Income	1,575	10,800
Other Income	855	300
Total support and revenue	298,535	351,877
EXPENSES		
Program	291,420	316,975
Management & general	15,700	21,685
Rental unit expense	9,340	11,393
Total expenses	316,460	350,053
Increase (decrease) in net assets	(17,925)	1,824
Net assets, beginning of year	64,371	62,547
Net assets, end of year	$ 46,446	$ 64,371

See Independent Auditors' Report and Notes to Financial Statements

LAKES REGION CONSUMER ADVISORY BOARD
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets, current year	$ (17,925)	$ 1,824
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	8,731	9,143
(Increase) decrease in operating assets		
Accounts receivable	-	1,698
Prepaid expenses	1,530	42
Increase (decrease) in operating liabilities		
Accounts payable and accrued expenses	3,783	4,794
Refundable BBH advance	22,521	(4,144)
Security deposits	450	-
Net Cash Provided By Operating Activities	19,090	13,357
CASH USED BY INVESTING ACTIVITIES,		
Investments in property and equipment	-	(15,321)
CASH USED BY FINANCING ACTIVITIES,		
Repayments of long-term notes payable	(7,823)	(7,517)
Net Increase (Decrease) in Unrestricted Cash and Cash Equivalents	11,267	(9,481)
Unrestricted Cash and Cash Equivalents, Beginning of Year	118,353	127,834
Unrestricted Cash and Cash Equivalents, End of Year	$ 129,620	$ 118,353

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash paid during the year for:

Interest	$ 2,349	$ 2,753

See Independent Auditors' Report and Notes to Financial Statements

Lakes Region Consumer Advisory Board

MISSION STATEMENT

(Adopted 2011)

The Lakes Region Consumer Advisory Board is the foundation of US to reach our goals and change our lives by changing the perception we have of ourselves as we relate to the larger community and the perception the larger community has of US.

We are people learning to work strategies of Recovery, Wellness and Empowerment.

Lakes Region Consumer Advisory Board is a Peer Support network enabling US to reach our goals and change our lives by nurturing our personal strengths.

Our vision is to create a culture that promotes personal responsibility for Recovery, Wellness, Empowerment and Advocacy for oneself and others while acknowledging the divine right we have as Human Beings.

KEY ADMINISTRATIVE PERSONNEL - FY2014

LAKES REGION CONSUMER ADVISORY BOARD

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	David LaCroix	1.00	$ 52,520.00	$ 50,323.28	96%
		0.00	$ -		

David S. LaCroix

OBJECTIVE

My personal goal and objective is to provide and mentor all individuals in our communities in the practice and philosophy of Intentional Peer Support. I want to assist individuals with their wellness and not on their illness. The desired aim would be for individuals to learn to live with the discomfort of their illness and learn new ways of coping with issues. The ideal outcome would be to limit or reduce our member's hospitalizations. Using the philosophy and practice of Intentional Peer Support, I believe and already see that this goal is obtainable and makes a significant difference in their mental health.

EMPLOYMENT HISTORY

Lakes Region Consumer Advisory Board
2004 - Present
Executive Director

My primary function as the Executive Director is to provide oversight, administration, and implementation of Intentional Peer Support to two peer support centers that cover Regions III & IV, transportation for our neighbors in Franklin so that they can access our Laconia center, and outreach in the northern most section of our catchments area in Plymouth.

Responsibilities of the Executive Director are to apply for state, federal, and any other funding opportunities that are applicable. A major part of the position is also to be an Intentional Peer Support Ambassador, educating as many people as possible, and advocating for individuals that need assistance finding there voice, and navigating the murky depths of receiving the services that they are eligible for. This also includes participating on request, being part of their treatment team, whether it is held at the Community Mental Health Center, or while they may be hospitalized.

Another important function of my job is participating and sitting on various community and state councils and boards, with the goal to expose and promote Intentional Peer Support to as many stake holders as possible.

In the 2011 2012 year I have been credentialed by New Hampshire Hospital as a liaison to represent and educate members of all the Peer Support Centers in the State that are hospitalized at New Hampshire Hospital. This affiliation also allows me to be a part of any training, educational opportunities, and be a part of the hospitals committees. The one that I am currently a member of is the Seclusion and Restraint Committee.

Genesis Behavioral Health
1998 - 2004
Residential and Homeless Outreach Coordinator – PATH

I provided oversight and supervision of the residential programs of Genesis Behavioral Health.. The programs were comprised of apartments, an eight bed certified group home, and a transitional apartment. I supervised the MIMS program and coordinated these services within the CSP program. I provided PATH outreach services to individuals that were homeless, in danger of being homeless, or at risk being homeless, and in need of mental health services.
For five years I coordinated and supervised a three bed crisis program for individuals that had mental health challenges in an environment that helped them avoid much more costly and restrictive hospital settings.
For a year and a half I was a part-time case manager under contract to an AIDS service organization. I provided case management, assisted with financial funding for medication, housing, outreach, transportation, and made referrals for counseling if they requested it.

Lakes Region Community Services Council
1991-1998
Residential Coordinator – Lakes Region Community Services Council

I provided supervision, residential services, and supports to three group homes and several independent living situations. I also participated in the development and implementation of the crisis response team. I was trained extensively in Gentle Teaching and provided training, education, and program support to other regions in the state. One of my other appointments was as a trained Complaint Investigator.

ORGANIZATIONS AND BOARDS

I have been involved on The Governor's Mental Health Commission as part of the Leadership Committee, The Institute on Disabilities Advisory Board for developing the BBH survey, Genesis Behavioral Health Quality Improvement Committee, Court and Police Liaison Team Region III, and The Local Service Delivery Teams in both Region III & IV. I am also a member of The Regional Quality Team in Region III, and the Empowerment Team of Region IV. I was a consumer representative on the State Planning Council, and I am a Board member of the Consumer Council. This past year I was asked to be a member of the New Hampshire Hospital Restraint and Seclusion Committee and I am the Peer Support Liaison for the Peer Support organizations for New Hampshire Hospital.

EDUCATION

1973 – 1978 Plymouth State College

Lakes Region Consumer Advisory Board
DBA Cornerbridge

Board of Directors
May 13, 2013

PRESIDENT
Sarah Ohl

VICE PRESIDENT
Dan Bailey

SECRETARY
Karen Thurston

TREASURER
Vacant

Rick Hagan

Becky Breton-Dow

Arlene Bredberry

EXECUTIVE DIRECTOR
David LaCroix
CornerBridge & Concord Peer Support

PROGRAM DIRECTOR
CORNERBRIDGE
Linda C. Lamontagne

PROGRAM DIRECTOR
CONCORD PEER SUPPORT
Patt Fancy

Outreach
CornerBridge ~ Plymouth Area Pemi Valley Outreach
Cindy Robinson

Lakes Region Consumer Advisory Board
DBA Cornerbridge

Board of Directors
January 30, 2013

PRESIDENT
Sarah Ohl

VICE PRESIDENT
Dan Bailey

SECRETARY
Karen Thurston

TREASURER
M. Jay Belisle

Rick Hagan

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CONCORD PEER SUPPORT
Patt Fancy

Outreach
CornerBridge ~ Plymouth Area Pemi Valley Outreach
Cindy Robinson

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 LAKES REGION CONSUMER ADVISORY BOARD is a New Hampshire nonprofit corporation formed October 19, 1993. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2013

William M. Gardner
Secretary of State

Region: Region III

Program: Lakes Region Consumer Advisory Board

FISCAL PERIOD: FY2014 Contract

		Total Agency	Peer Support Program Laconia 111a	Peer Support Program Franklin 211a	Peer Support Program Concord 311a	Peer Support Program Plymouth 411a	Warm Line 111b	Other Non-BBH 111f
400	**PROG. SERV. FEES**							
401	Net client fees	0	0	0	0	0	0	0
402	HMO's	0	0	0	0	0	0	0
403	BC/BS	0	0	0	0	0	0	0
404	Medicaid	0	0	0	0	0	0	0
405	Medicare	0	0	0	0	0	0	0
406	Other insurance	0	0	0	0	0	0	0
411	Other program fees	0	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0	0
420	**PROG. SALES**							
421	Production	0	0	0	0	0	0	0
422	Service	0	0	0	0	0	0	0
430	**PUBLIC SUPPORT**							
431	United Way	0	0	0	0	0	0	0
432	Local/County Government	0	0	0	0	0	0	0
433	Donations/Contributions	0	0	0	0	0	0	0
435	Other public support	0	0	0	0	0	0	0
436	DVR	0	0	0	0	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438	DCYF	0	0	0	0	0	0	0
439	State Emergency Shelter Grant	0	0	0	0	0	0	0
440	**FEDERAL FUNDING**							
441	Block Grants	190,692	71,680	8,817	85,709	9,925	14,561	0
442	Community Support Prog	0	0	0	0	0	0	0
443	CSP Anticipated (amendment)	0	0	0	0	0	0	0
444	HUD	0	0	0	0	0	0	0
445	Other federal grants	0	0	0	0	0	0	0
446	PATH	0	0	0	0	0	0	0
447	CARE NH	0	0	0	0	0	0	0
448	MHSIP	0	0	0	0	0	0	0
450	RENTAL INCOME	9,600	0	0	0	0	0	9,600
460	INTEREST INCOME	0	0	0	0	0	0	0
470	IN-KIND DONATIONS	0	0	0	0	0	0	0
480	**BBH**							
481	Community Mental Health	140,974	53,009	6,517	63,350	7,336	10,762	0
482	Community Developmental Services	0	0	0	0	0	0	0
490	OTHER REVENUES	5,191	0	0	0	0	0	5,191
491	Other DBH (carry over)	0	0	0	0	0	0	0
	Subtotal	346,457	124,689	15,333	149,060	17,261	25,323	14,791
500	GM Allocation	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES		346,457	124,689	15,333	149,060	17,261	25,323	14,791

Region: Region III

Program: Lakes Region Consumer Advisory Board

FISCAL PERIOD: FY2014 Contract

	Total Agency	Peer Support Program Laconia 111a	Peer Support Program Franklin 211a	Peer Support Program Concord 311a	Peer Support Program Plymouth 411a	Warm Line 111b	Other Non-BBH 111f
600 PERSONNEL COSTS							
601 Salary & Wages	200,600	66,128	12,366	82,066	11,440	18,096	10,504
602 Employee Benefits	31,316	10,635	2,022	11,793	2,106	3,917	842
603 Payroll taxes	15,346	5,059	946	6,278	875	1,384	804
Subtotal	247,262	81,822	15,333	100,138	14,421	23,397	12,150
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	7,500	3,750	0	3,750	0	0	0
626 Legal Fees	0	0	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0	0	0
630 STAFF DEV & TRNG.							
631 Journals & Publications	0	0	0	0	0	0	0
632 In-Service Training	0	0	0	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0	0	0
640 OCCUPANCY COSTS							
641 Rent	24,000	0	0	24,000	0	0	0
642 Mortgage Payments	10,180	7,831	0	0	0	0	2,349
643 Heating Costs	6,000	6,000	0	0	0	0	0
644 Other Utilities	6,648	2,948	0	3,700	0	0	0
645 Maintenance & Repairs	1,699	1,232	0	467	0	0	0
646 Taxes	1,196	904	0	0	0	0	292
647 Other Occupancy Costs	771	508	0	263	0	0	0
650 CONSUMABLE SUPPLIES							
651 Office	2,200	1,000	0	1,200	0	0	0
652 Building/Household	2,300	800	0	1,500	0	0	0
653 Educational/Training	0	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0
655 Food	3,000	1,500	0	1,500	0	0	0
656 Medical	0	0	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0
660 CAPITAL EXPENDITURES	0	0	0	0	0	0	0
665 DEPRECIATION	0	0	0	0	0	0	0
670 EQUIPMENT RENTAL	0	0	0	0	0	0	0
680 EQUIPMENT MAINTENANCE	694	347	0	347	0	0	0
Subtotal page	313,450	108,642	15,333	136,865	14,421	23,397	14,791

Region: Region III

Program: Lakes Region Consumer Advisory Board

FISCAL PERIOD: FY2014 Contract

		Total Agency	Peer Support Program Laconia 111a	Peer Support Program Franklin 211a	Peer Support Program Concord 311a	Peer Support Program Plymouth 411a	Warm Line 111b	Other Non-BBH 111f
Total Carried Forward		313,450	108,642	15,333	136,865	14,421	23,397	14,791
700	ADVERTISING	100	50	0	50	0	0	0
710	PRINTING	0	0	0	0	0	0	0
720	TELEPHONE/COMMUNICATIONS	9,666	4,400	0	2,900	440	1,926	0
730	POSTAGE/SHIPPING	293	160	0	133	0	0	0
740	**TRANSPORTATION**							
741	Board Members	0	0	0	0	0	0	0
742	Staff	7,200	2,300	0	2,500	2,400	0	0
743	Clients	5,900	3,400	0	2,500	0	0	0
744	Delivery Products	0	0	0	0	0	0	0
750	**ASSIST.TO INDIVIDUALS**							
751	Client Services	0	0	0	0	0	0	0
752	Clothing	0	0	0	0	0	0	0
760	**INSURANCE**							
761	Malpractice & Bonding	1,367	1,367	0	0	0	0	0
762	Vehicles	3,180	1,590	0	1,590	0	0	0
763	Comprehensive Property & Liability	4,644	2,322	0	2,322	0	0	0
770	MEMBERSHIP DUES	0	0	0	0	0	0	0
800	OTHER EXPENDITURES	657	457	0	200	0	0	0
801	INTEREST EXPENSE	0	0	0	0	0	0	0
802	IN-KIND EXPENSE	0	0	0	0	0	0	0
	TOTAL EXPENSES	346,457	124,689	15,333	149,060	17,261	25,323	14,791
900	ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0	0
	TOTAL PROGRAM EXPENSES	346,457	124,689	15,333	149,060	17,261	25,323	14,791
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0	0	0	0
	Verification of Balancing s/b 0	0						

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Vivian Pinette
Infantine Insurance P. O. Box 5125 Manchester NH 03108	PHONE (A/C, No, Ext): (603) 669-0704 FAX (A/C, No): E-MAIL ADDRESS: vivian@infantine.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance	23850
INSURER B: Commerce & Industry Ins Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Lakes Region Consumer Advisory Board, DBA:
P.O. Box 304
328 Union Avenue
Laconia NH 03246

COVERAGES **CERTIFICATE NUMBER:** CL134906681 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			PHPK846195	5/1/2013	5/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PHPK846195	5/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/borrowed	$ 1,000,000 $ $ $ $ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC009937523 State: NH	4/1/2013	4/1/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Employee Dishonesty Directors & Officers			PHPK846195 PHSD822161	5/1/2013 4/01/2013	5/1/2014 4/1/2014	Limit $70,000 Limit $1,000,000	

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

CERTIFICATE HOLDER

(603) 271-5040

State of New Hampshire
Dept. of Health & Human Services
Attn: Sandy Lawrence
105 Pleasant Street, Rm 2105
State Office Park South
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chuck Hamlin/EVP

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Region III
Lakes Region Consumer Advisory Board

Communities Served:

Alexandria
Alton
Ashland
Barnstead
Belmont
Bridgewater
Bristol
Campton
Center Harbor
Ellsworth
Gilford
Gilmanton
Groton
Hebron
Holderness
Laconia
Meredith
New Hampton
Plymouth
Rumney
Sanbornton
Thornton
Tilton
Wentworth

Region IV
Lakes Region Consumer Advisory Board

Allenstown
Andover
Boscawen
Bow
Bradford
Canterbury
Chichester
Concord
Danbury
Deering
Dunbarton
Epsom
Franklin
Henniker
Hill
Hillsborough
Hopkinton
Loudon
New London
Newbury
Northfield
Pembroke
Pittsfield
Salisbury
Sutton
Warner
Weare
Webster
Wilmot
Windsor

Peer Support Services

Establishment Dates

Agency	Date Established
Monadnock Area Peer Support Agency 64 Beaver Street PO Box 258 Keene NH 03431	10-23-95
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6 5 Pine Street Extension, Unit B PO Box 1564 Nashua NH 03060	02-19-09
Lakes Region Consumer Advisory Board 328 Union Avenue PO Box 304 Laconia NH 03246	10-19-93
On the Road to Recovery, Inc. 13 Orange Street PO Box 1721 Manchester NH 03105	11-16-88
Seacoast Consumer Alliance Peer Support Center, Inc. 544 Islington Street Portsmouth NH 03801	06-08-92
The Alternative Life Center 486 White Mountain Highway PO Box 241 Conway NH 03818	01-15-99
The Stepping Stone Drop-In Center Association 108 Pleasant Street Claremont NH 03743	09-08-95
Tri-City Consumers' Action Co-operative, Inc. 36 Wakefield Street Rochester NH 03867-1929	12-30-94

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: BSA
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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

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Date: 3/28/13

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: BBH
Date: 3/28/13

CERTIFICATE OF VOTE

I, **Theresa Poirer**, do hereby certify that:

1. I am the duly elected Clerk of **Monadnock Area Peer Support Agency**

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 03/28/13.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Peer Support Services.

RESOLVED: That the **President** hereby is authorized on behalf of this Corporation 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 03/28/13.

4. **Bruce Hart** is duly elected **President** of the Corporation.

(Seal)
(Corporation)

Theresa M. Poirier
(Signature of Board Secretary)

State of **New Hampshire**

County of **Cheshire**

The foregoing instrument was acknowledged before me this 28 day of March 2013

By **Theresa Poirer.**

Mary Leavitt
Name:
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: 4/18/2017

EXHIBIT A
SCOPE OF WORK
FY2014

1. Provision of Services: The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. Performance of Service: Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. State Right to Modify: The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. Other Sources of Funding: The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. Employment Procedures: The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. Criminal Record Check: The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. Program Staff Positions: The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. Staff Training, Development & Orientation: The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

- **8.3.1.** Peer Support;
- **8.3.2.** Warmline;
- **8.3.3.** Facilitating Peer Support Groups;
- **8.3.4.** Sexual Harassment; and
- **8.3.5.** Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

- **8.4.1.** On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- **8.4.2.** Administrative staff, including the Director, shall participate in trainings on:
  - **8.4.2.1.** Staff Development;
  - **8.4.2.2.** Supervision;

8.4.2.3. Performance Appraisals;
8.4.2.4. Employment Practices
8.4.2.5. Harassment;
8.4.2.6. Program Development;
8.4.2.7. Complaints and the Complaint Process; and
8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. Outcome Measures & Performance Indicators: The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. Quality Improvement/Assurance: The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. Fiduciary & Programmatic Compliance: At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. Funds Provided Pursuant to this Agreement: For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. Definitions: For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;
13.1.2. Outreach;
13.1.3. Individual Peer Assistance;
13.1.4. Telephone Support during business hours;
13.1.5. A monthly newsletter;
13.1.6. Wellness Training;
13.1.7. Community Education; and
13.1.8. Monthly Educational Events to members.

13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the

public mental health services delivery system.

13.6. Peer support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

14.1. The Contractor shall maintain records of membership for purposes of validation of annual board elections and to support efficient and regular communications with membership regarding Contractor activities. Such records shall be considered confidential and shall not be disclosed to the public but shall be made available to BBH upon request to monitor compliance with this Agreement. The Contractor shall notify BBH in writing in the event that an officer of the Board of Directors is unavailable to fulfill their duties for more than two (2) months.

14.2. The Contractor shall convene at least monthly membership meetings to support the empowerment and inclusion of the membership in Contractor policy and program development. The Contractor shall encourage PSA members to attend Contractor Board of Director meetings, but that action will not meet the requirement of this Paragraph. The Contractor shall post the times and locations of Board of Director meetings for any interested members.

14.3. The Contractor's Board of Directors shall maintain written records of Board meetings to include topics discussed, action and vote. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall submit to BBH a copy of the Board minutes when submitting all other required quarterly reports.

14.4. The Contractor's Board of Directors shall have a documented orientation process and manual for Directors.

14.5. The Contractor's Board of Directors shall have annual training related to roles and responsibility of Directors including fiduciary responsibilities. The officers of the Board of Directors shall have written descriptions of their duties. The Contractor shall have on file the most recent revision date with officers designated, date joined, term number, length of term, membership expiration date, all addresses, e-mail addresses, and telephone numbers listed.

14.6. The Contractor's Board of Directors shall assure that the Contractor has an Accounting Manual specific to the agency. The Accounting Manual shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;
14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
14.6.3. Internal Control Procedures; and
14.6.4. Expense Reimbursement and Advance Policy.

14.7. It is required by both State Administrative Rules and PSA Bylaws that the Contractor's Board of Directors has a minimum of nine (9) current and active Board of Directors members. If the Board of Directors membership falls below the required BBH minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately. If the Contractor's Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

16. Executive Director - Monthly Meeting Attendance: The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. Regional Community Support Meetings: At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings. The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

18. Newsletters/Calendars: Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

19. Changes to Budget Personnel Form B: The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it be for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

20. DMV Check / Defensive Driving: The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form, that those records indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

21. Increase the Unduplicated Numbers Served: In FY 2014 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2013. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2014 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be closely monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2014 may jeopardize future funding increases.

22. Purging Of Member Lists: Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook and shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

23. Peer Support Services: The Contractor shall provide peer support services to geographic region 5 (Monadnock Area).

24. Memorandum of Understanding: Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2014.

25. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

Contractor Initials:
Date: 5/1/13

FY2014
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and **Monadnock Area Peer Support Agency**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2014. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91–A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

I. PERFORMANCE DOMAINS

A. FISCAL DOMAIN

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. Current Ratio

Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
Formula: Total current assets divided by total current liabilities.
Performance Standard: The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. Accounts Payable

Definition: The Contractors timeliness in paying invoices.
Performance Standard: The Contractor shall not have outstanding invoices greater than sixty (60) days.

3. Budget Management

Definition: Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year –to-date basis the percentage of the Contractors budget executed year-to-date.
Formula: **(Revenues)** Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. COMPLIANCE DOMAIN

1. Consumer Control

Rationale: Peer Support Agencies are consumer run and controlled.
Definition: Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.
Source of Data: BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. Board Of Directors Development

Rational: Members of the Board of Directors understand their roles and responsibilities.
Definition: There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

II. REMEDIATION PROCESS

A. REMEDIATION PROCESS FOR FISCAL DOMAIN

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.

2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.

3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.

4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

Agency: **Monadnock Area Peer Support Agency**	**DHHS/Division of Community Based Care Services** **The Bureau of Behavioral Health**
Name/Title: BRUCE B HART ACTING PRES	**Name/Title:** **Nancy L. Rollins, Associate Commissioner**
Signature: Bruce B Hart	**Signature:** Nancy L. Rollins
Date: 5/1/13	**Date:** 5/8/13

Contractor Initials: BBH
Date: 5/1/13

PEER SUPPORT AGENCY SCOPE OF SERVICES FY14

Agency: Monadnock Area Peer Support Agency **Date Prepared: 4/8/13**

Fiscal Period: 7/1/13 - 6/30/14 **Prepared By: Erin Rushalko**

	Peer Support Program 111a	Peer Support Program 211a	Peer Support Program 311a	Warm Line 211b	Outreach 111b	Vocational Support 111d	Respite 111e	Other 111f
PROGRAM NAME	Monadnock Area Peer Support Agency				X	X		
Check program components:								
Monthly education	X							
Monthly newsletter	X							
Wellness training	X							
Peer support	X							
Telephone support	X							
Individual Peer Assistance	X							
Outreach	X							
Transportation	X							
Educational/vocational	X							
Other, specify:								
LOCATIONS—at the PSA	X				X	X		
Community	X				X			
NHH	X				X			
Other, sp:								
POPULATIONS -Adults	X				X	X		
Older Adults	X				X	X		
People with Mental Illness Who are Homeless	X				X	X		
DATES OF START (only if not July 1)								
SERVICE COMPLETION (only if not June 30)								

PEER SUPPORT SERVICES

144MAPSA
Fiscal Year / Site

Monadnock Area Peer Support Agency
Organization

Erin Rushalko
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	105	2	5	4	116
A2) Members 60 and over	15	1	0	2	18
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	120	3	5	6	134
B1) New Members 59 and under (unduplicated within category at end of reporting period)	5	2	5	4	16
B2) New Members 60 and over (unduplicated within category at end of reporting period)	15	1	0	2	18
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	78	20	15	25	138
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	2	3	4	3	12
A3) Total Unduplicated Members/Participants Served in All Programs	80	23	19	28	150
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	3	4	3	4	14
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	82	21	18	27	148
B) Total Visit Days (members and participants only)	714	713	715	716	2858
C) Average Daily Visits (# of visit days/number of days open in reporting period)	11	12	12	12	
D) Number of Daytime Hours Each Week	28	28	28	28	
E) Number of Evening Hours Each Week	2	2	2	2	
F) Number of Hours Open/Week (F=D+E)	30	30	30	30	
G) Number of Days the Program was Open in the Quarter	63	59	60	60	242
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	11	11	11	11	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	11	11	11	11	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	0	0	0	0	0
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	20	21	45	32	118
B) Peer Support Telephone Calls Received	80	75	84	65	304
VII. WARMLINE					
A) Warmline Telephone Calls Made	0	0	0	0	0
B) Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

144MAPSA
Fiscal Year / Site

Monadnock Area Peer Support Agency
Organization

Erin Rushalko
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	0	1	0	1	2
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	0	0	0	0	0
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0

XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month	
A) Monthly Educational Events Y/N	Y	Y	Y	
B) Monthly Newsletters Y/N	Y	Y	Y	

XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	6	0	0	0	6
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	6	0	0	0	6

2

FORM NUMBER P-37 (version 1/09)

Subject: Peer Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health & Human Services Bureau of Behavioral Health	**1.2 State Agency Address** 105 Pleasant Street, Main Bldg. Concord, NH 03301
1.3 Contractor Name Monadnock Area Peer Support Agency	**1.4 Contractor Address** 64 Beaver Street PO Box 258 Keene, NH 03431

1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
603-352-5093	05-95-92-920010-7011-102 05-95-92-920010-7143-102	06-30-2014	$147,644.

1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner	**1.10 State Agency Telephone Number** 603-271-5000
1.11 Contractor Signature Bruce B Hart	**1.12 Name and Title of Contractor Signatory** BRUCE B HART Acting Board President

1.13 Acknowledgement: State of New Hampshire, County of Cheshire

On 3/28/13, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Mary Sharett exp 4/18/2017

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Jeanne P. Herrick, Attorney On: 21 May 2013

1.18 Approval by the Governor and Executive Council

By: On:

FY2014
EXHIBIT B
METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Retirement	$1,000
Total	**$1,000**

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:

8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.

8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund:	$62,756
Federal Funds:	$84,888
CFDA #:	93.958
Federal Agency:	U.S. Department of Health and Human Services Program Title: Block Grants for Community Mental Health Services
Amount:	$84,888

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102
05-95-92-920010-7143-102

Contractor Initials: BSA
Date: 5/1/13

FY2014
EXHIBIT C
SPECIAL PROVISIONS

1. Add the following to Paragraph 1.:

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

2. Add the following to Paragraph 4.:

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement 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.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

3. Add the following to Paragraph 6.:

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

4. Add the following to Paragraph 7.:

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

5. Replace Subparagraphs 8.1. through 8.1.3. with the following:

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.
8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.
8.1.7. Failure to comply with any covenants or conditions in this Agreement.
8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars ($10,000) or more.

6. Add the following to Subparagraph 8.2.:
8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

7. Add the following to Paragraph 8.:
8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

8. Add the following to Paragraph 9.:
9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.
9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
9.5.1. The Income Statement shall be based on the accrual method of accounting.
9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:
9.5.2.1. Mortgage payments shall include both principal and interest;
9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.
9.5.2.3. Capital expenditures shall be included on the Form A.
9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.
9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.
9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.
9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds $500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.
9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for

any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10. Replace Paragraph 12. with the following:

ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars ($10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars ($10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars ($10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than $500,000, replace Paragraph 14.1.1. with the following:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate; and

13. Add the following to Paragraph 14.:

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

14. Add the following to Paragraph 20.:

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

20.3.2. To make cash payments to intended recipients of health services.

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

20.3.4. To satisfy any requirement for the expenditure of non Federal funds as a condition of a receipt of Federal funds; or

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

20.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of $125,000 per year.

20.6. Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

20.6.1. All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

20.6.2. The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars ($10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.3. Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.4. In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

20.6.5. Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

20.6.6. Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

20.6.7. Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

20.6.8. Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

20.6.8.1. Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

20.6.8.2. Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

20.7. The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

20.8. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

Contractor Initials: [signature]
Date: 5/1/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: BM
Date: 4/23/13

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

64 Beaver Street, Keene, NH 03431

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

Monadnock Area Peer Support Agency — From: 7/1/2013 To: 6/30/2014
(Contractor Name) (Period Covered by this Certification)

Bruce Hart, President
(Name & Title of Authorized Contractor Representative)

Bruce B Hart — 4/23/2013
(Contractor Representative Signature) (Date)

Contractor Initials: BH
Date: 4/23/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 07-01-13 through 06-30-14

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.

Bruce Hart — Bruce Hart, President

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Monadnock Area Peer Support Agency — 4/23/2013

(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

Contractor Initials: BMA

Date: 4/23/13

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

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Contractor Initials: BM

Date: 4/23/13

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Bruce Hart	Bruce Hart, President
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Monadnock Area Peer Support Agency	4/23/2013
(Contractor Name)	(Date)

Contractor Initials: BH

Date: 4/23/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Bruce Hart	Bruce Hart, President
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Monadnock Area Peer Support Agency	April 23, 2013
(Contractor Name)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Bruce Hart	Bruce Hart, President
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Monadnock Area Peer Support Agency	April 23, 2013
(Contractor Name)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

Contractor Initials: [signature]
Date: 4/23/13

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: BDA
Date: 4/23/13

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

NH DHHS, Div of Community Based Care Services Bureau of Behavioral Health	Monadnock Area Peer Support Agency
The State Agency Name	Name of the Contractor
Nancy L. Rollins	Bruce Hart
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Bruce Hart
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President
Title of Authorized Representative	Title of Authorized Representative
5/8/13	4/23/2013
Date	Date

STANDARD EXHIBIT J

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:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. 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.

Bruce B Hart	Bruce Hart, President
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Monadnock Area Peer Support Agency	4/23/2013
(Contractor Name)	(Date)

STANDARD EXHIBIT J

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: 94-560-2704

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

X NO _____ YES

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

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

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

_____ NO X YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Thomas S. Bates

CERTIFIED PUBLIC ACCOUNTANT, P.C.

9 Church Street, Suite 200 • Keene, New Hampshire 03431 • TEL: (603) 357-5756 • FAX: (603) 357-5663
www.tbatescpa.com • tbates@tbatescpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Monadnock Area Peer Support Agency

I have audited the accompanying statements of financial position of Monadnock Area Peer Support Agency, formerly known as Granite State Monarchs (a nonprofit organization) as of June 30, 2012 and 2011, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. My responsibility is to express an opinion on these financial statements based on my audits.

I conducted my audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audits provide a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Area Peer Support Agency as of June 30, 2012 and 2011, and the changes in net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

My audits were conducted for the purpose of forming an opinion on the financial statements taken as a whole. The supplementary information, schedules of functional revenues and expenses, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has not been subjected to the auditing procedures applied in the audits of the financial statements. Accordingly, I do not express an opinion or any other form of assurance on such supplementary information.

October 26, 2012

Thomas S. Bates

Certified Public Accountant

MONADNOCK AREA PEER SUPPORT AGENCY

STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2012 AND 2011

ASSETS

	2012	2011
CURRENT ASSETS:		
Cash	$ 36,376	$ 46,796
Prepaid expenses	1,312	0
Total current assets	37,688	46,796
PROPERTY AND EQUIPMENT:		
Building and improvements	128,510	128,510
Land	22,750	22,750
Equipment and vehicle	24,621	24,621
	175,881	175,881
Less accumulated depreciation	65,313	58,586
	110,568	117,295
OTHER ASSETS:		
Cash restricted by state contract	13,651	16,024
	$ 161,907	$ 180,115

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:		
Accounts payable	$ 0	$ 527
Payroll and payroll taxes payable	3,341	1,736
Contract surplus payable	8,294	10,667
Unearned capital replacement reserve	5,357	5,357
Current portion of long-term debt	8,072	8,627
Total current liabilities	25,064	26,914
LONG-TERM DEBT, less current portion	39,022	47,508
NET ASSETS:		
Unrestricted	97,821	105,693
	$ 161,907	$ 180,115

The accompanying notes are an integral part of these financial statements.

MONADNOCK AREA PEER SUPPORT AGENCY

STATEMENTS OF ACTIVITIES AND NET ASSETS

FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
UNRESTRICTED NET ASSETS		
Unrestricted operating revenues and support:		
Service contracts	$ 140,613	$ 145,505
Rental income	11,482	11,380
United Way	3,686	7,444
Release from surplus payable	2,373	0
Contributions	656	265
Other revenue	3,274	658
Interest income	104	128
	162,188	165,380
Expenses		
Program service	152,509	146,742
General management	17,551	12,779
	170,060	159,521
Increase (decrease)in unrestricted net assets from operations	(7,872)	5,859
NET ASSETS, beginning of year	105,693	99,834
NET ASSETS, end of year	$ 97,821	$ 105,693

The accompanying notes are an integral part of these financial statements.

MONADNOCK AREA PEER SUPPORT AGENCY

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase (decrease) in net assets	$ (7,872)	$ 5,859
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	6,727	8,090
Changes in operating accounts:		
Prepaid expenses	(1,312)	0
Accounts payable	(527)	(1,592)
Payroll and payroll taxes payable	1,605	(1,547)
Contract surplus payable	(2,373)	354
Unearned capital replacement reserve	0	(3,346)
Cash restricted by state contract	2,373	0
Net cash provided by (used in) operating activities	(1,379)	7,818
CASH FLOWS USED IN INVESTING ACTIVITIES:		
Purchase of property and equipment	0	(3,250)
CASH FLOWS USED IN FINANCING ACTIVITIES:		
Principal payments on long-term debt	(9,041)	(8,492)
(DECREASE) IN CASH	(10,420)	(3,924)
CASH, beginning of year	46,796	50,720
CASH, end of year	$ 36,376	$ 46,796
SUPPLEMENTAL OPERATING CASH FLOWS INFORMATION:		
Interest paid	$ 3,375	$ 3,926

The accompanying notes are an integral part of these financial statements.

Monadnock Area Peer Support Agency

Mission Statement

(Rev 03-04-12)

As a peer driven organization, it is the mission of Monadnock Area Peer Support Agency to promote wellness and recovery, as defined by the individual, through intentional peer support, and to provide advocacy, educational, vocational, interpersonal, social, and spiritual opportunities to adults who utilize mental health services to learn wellness strategies, develop mutually beneficial relationships, and to support each other in attaining an increased capacity for self-determination, independence, and personal growth.

KEY ADMINISTRATIVE PERSONNEL - FY2014

MONADNOCK AREA PEER SUPPORT AGENCY

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Damien J. Licata	1.00	$ 38,064.00	$ 32,955.62	87%
		0.00	$ -		

DAMIEN J. LICATA

EDUCATION

IPS Train the Trainers 5-day training
Antioch New England Graduate School — *Keene, New Hampshire*
Post Graduate Study, Master's Program, Applied Psychology — *Keene State College, Keene, New Hampshire*
Bachelor of Arts, Clinical/Counseling Psychology, Cum Laude
- *Psi Chi, The National Honor Society in Psychology*

Associate of Science, Chemical Dependency
Certification Training, Critical Incident Stress Management

AWARDS

Keene State College Leadership Award April, 1998
Keene State College Outstanding Senior Service Award May, 2000

WORK EXPERIENCE

***Monadnock Area Peer Support Agency** (formerly Granite State Monarchs) (current)*
Executive Director,
- *Fulfill requirements of NH BBH contract*
- *Finance*
- *Personnel*
- *Programming*
- *Transportation*
- *Networking*
- *Outreach*

Monadnock Family Services
Case Manager
- *Manage a caseload of approximately thirty clients with severe, persistent mental illness.*

Residential Educator - Emerald House
- *Facilitate community integration and participate in crisis care for individuals with severe, persistent mental illness.*
- *Provide supervision of residents' habitation programs.*
- *Structure therapeutic milieu within residence.*
- *Provide training in skills of daily living.*
- *Provide medication administration.*
- *Provide back-up telephone screening for Emergency Services.*

Keene State College Counseling Center
Graduate Intern
- *Provide individual and group mental health counseling services to students with vocational, educational, and personal problems.*
- *Provide treatment, conducting assessment/diagnosis, making referrals, consult, conduct outreach programs/workshops such as RA training, classroom presentations, and programs relating to men's issues.*
- *Act as a liaison with college community, including Greek life, serving on College committees.*
- *Provide crisis intervention during the day and after hours on-call.*

***Phoenix Academy at Dublin, NH** (formerly Marathon House)*
Primary Counselor,
- *Assist clients in development of individual treatment plans and monitor their progress.*
- *Counsel clients in individual, group, and family formats.*
- *Maintain working relationship with agencies, resources, and families to coordinate services for client care; provide information on substance abuse treatment resources and services; make necessary referrals.*
- *Respond to client crises and emergencies as needed.*
- *Document developments and important events in accordance with clinical policies for reporting and record keeping. Attend staff meetings, case conferences, and required training to ensure continuum and quality of care.*
- *Serve as role model through positive and appropriate conduct.*

Men's Resource Center of Western Massachusetts *Amherst, Massachusetts*
- *Participate in the support group facilitator training and facilitating drop-in men's groups.*
- *Conduct intake interviews for and facilitating the youth violence prevention group.*
- *Manage the membership database and member correspondence*
- *Facilitate presentations about men's work and the Men's Resource Center.*

VOLUNTEER EXPERIENCE

- *Chair, Board of Directors, Aids Services for the Monadnock Region (ASMR)(current)*
- *Facilitator, NAMI Connection Recovery Support Group (current)*
- *Chairperson, NH Mental Health Consumer Council (2008-2012)*
- *Co-founder/Director, Monadnock Men's Resource Center*
- *Member of Critical Incident Stress Debriefing (CISD) Team (KSC)*
- *Co-chairperson, Counseling Center Advisory Board (KSC)*
- *Supplemental Instructor, History and Systems of Psychology (KSC)*

Monadnock Area Peer Support Agency
Board of Directors

March 6, 2013

PRESIDENT
Bruce Hart - Acting

VICE PRESIDENT (vacant)

TREASURER
Bruce Hart

SECRETARY
Theresa M. Poirer

AT LARGE BOARD MEMBERS

Kevin Rushalko

Tom MacDonald

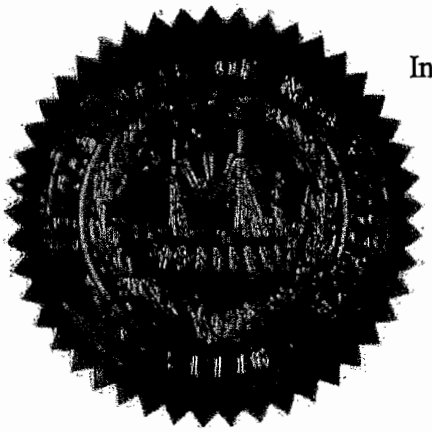
Joel Whiting

EXECUTIVE DIRECTOR
Damien Licata

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 Monadnock Area Peer Support Agency is a New Hampshire nonprofit corporation formed October 23, 1995. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of April A.D. 2013

William M. Gardner
Secretary of State

Region: Region V

Program: Monadnock Area Peer Support Agency

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Crisis Respite 111e	Other Non-BBH 111f
400	**PROG. SERV. FEES**						
401	Net client fees	0	0	0	0	0	0
402	HMO's	0	0	0	0	0	0
403	BC/BS	0	0	0	0	0	0
404	Medicaid	0	0	0	0	0	0
405	Medicare	0	0	0	0	0	0
406	Other insurance	0	0	0	0	0	0
411	Other program fees	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0
420	**PROG. SALES**						
421	Production	0	0	0	0	0	0
422	Service	0	0	0	0	0	0
430	**PUBLIC SUPPORT**						
431	United Way	7,500	0	0	0	0	7,500
432	Local/County Government	0	0	0	0	0	0
433	Donations/Contributions	3,300	0	0	0	0	3,300
435	Other public support	0	0	0	0	0	0
436	DVR	0	0	0	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0
438	DCYF	0	0	0	0	0	0
439	State Emergency Shelter Grant	0	0	0	0	0	0
440	**FEDERAL FUNDING**						
441	Block Grants	84,888	0	84,888	0	0	0
442	Community Support Prog	0	0	0	0	0	0
443	CSP Anticipated (amendment)	0	0	0	0	0	0
444	HUD	0	0	0	0	0	0
445	Other federal grants	0	0	0	0	0	0
446	PATH	0	0	0	0	0	0
447	CARE NH	0	0	0	0	0	0
448	MHSIP	0	0	0	0	0	0
450	RENTAL INCOME	11,936	0	11,936	0	0	0
460	INTEREST INCOME	150	0	0	0	0	150
470	IN-KIND DONATIONS	0	0	0	0	0	0
480	**BBH**						
481	Community Mental Health	62,756	0	62,756	0	0	0
482	Community Developmental Services	0	0	0	0	0	0
490	OTHER REVENUES	0	0	0	0	0	0
491	Other DBH (carry over)	0	0	0	0	0	0
	Subtotal	170,530	0	159,580	0	0	10,950
500	GM Allocation	0	0	0	0	0	0
TOTAL PROGRAM REVENUES		170,530	0	159,580	0	0	10,950

Region: Region V

Program: Monadnock Area Peer Support Agency

FISCAL PERIOD: FY2014 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Crisis Respite 111e	Other Non-BBH 111f
600 PERSONNEL COSTS						
601 Salary & Wages	87,022	0	87,022	0	0	0
602 Employee Benefits	21,223	0	21,223	0	0	0
603 Payroll taxes	6,657	0	6,657	0	0	0
Subtotal	114,902	0	114,902	0	0	0
610 Client Wages	0	0	0	0	0	0
620 PROFESSIONAL FEES						
621 Substitute Staff	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0
624 Accounting	3,100	0	1,550	0	0	1,550
625 Audit Fees	5,000	0	5,000	0	0	0
626 Legal Fees	0	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0	0
630 STAFF DEV & TRNG.						
631 Journals & Publications	0	0	0	0	0	0
632 In-Service Training	0	0	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0	0
640 OCCUPANCY COSTS						
641 Rent	0	0	0	0	0	0
642 Mortgage Payments	9,226	0	4,613	0	0	4,613
643 Heating Costs	5,100	0	3,750	0	0	1,350
644 Other Utilities	4,334	0	2,897	0	0	1,437
645 Maintenance & Repairs	4,150	0	2,150	0	0	2,000
646 Taxes	0	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0	0
650 CONSUMABLE SUPPLIES						
651 Office	1,400	0	1,400	0	0	0
652 Building/Household	1,500	0	1,500	0	0	0
653 Educational/Training	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0
655 Food	1,300	0	1,300	0	0	0
656 Medical	0	0	0	0	0	0
657 Other Consumable Supplies	907	0	907	0	0	0
660 CAPITAL EXPENDITURES	0	0	0	0	0	0
665 DEPRECIATION	0	0	0	0	0	0
670 EQUIPMENT RENTAL	1,451	0	1,451	0	0	0
680 EQUIPMENT MAINTENANCE	2,495	0	2,495	0	0	0
Subtotal page	154,865	0	143,915	0	0	10,950

Region: Region V

Program: Monadnock Area Peer Support Agency

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Crisis Respite 111e	Other Non-BBH 111f
Total Carried Forward		154,865	0	143,915	0	0	10,950
700	ADVERTISING	300	0	300	0	0	0
710	PRINTING	200	0	200	0	0	0
720	TELEPHONE/COMMUNICATIONS	3,550	0	3,550	0	0	0
730	POSTAGE/SHIPPING	1,200	0	1,200	0	0	0
740	**TRANSPORTATION**						
741	Board Members	0	0	0	0	0	0
742	Staff	0	0	0	0	0	0
743	Clients	5,731	0	5,731	0	0	0
744	Delivery Products	0	0	0	0	0	0
750	**ASSIST.TO INDIVIDUALS**						
751	Client Services	0	0	0	0	0	0
752	Clothing	0	0	0	0	0	0
760	**INSURANCE**						
761	Malpractice & Bonding	1,350	0	1,350	0	0	0
762	Vehicles	1,213	0	1,213	0	0	0
763	Comprehensive Property & Liability	1,383	0	1,383	0	0	0
770	MEMBERSHIP DUES	300	0	300	0	0	0
800	OTHER EXPENDITURES	438	0	438	0	0	0
801	INTEREST EXPENSE	0	0	0	0	0	0
802	IN-KIND EXPENSE	0	0	0	0	0	0
	TOTAL EXPENSES	170,530	0	159,580	0	0	10,950
900	ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0
	TOTAL PROGRAM EXPENSES	170,530	0	159,580	0	0	10,950
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	0	0	0
	Verification of Balancing s/b 0	(0)					

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/19/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Clark - Mortenson Insurance
P.O. Box 606
Keene NH 03431

CONTACT NAME: Jane D. Hill
PHONE (A/C, No, Ext): 603-352-2121 **FAX (A/C, No):** 603-357-8491
E-MAIL ADDRESS: csr24@clark-mortenson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western World Insurance Co.	
INSURER B : Central Insurance Companies	
INSURER C : Mount Vernon Fire Insurance	
INSURER D : NGM Insurance Company	14788
INSURER E :	
INSURER F :	

INSURED MONADNOCK29
Monadnock Area Peer Support Agency
P.O. Box 258, 64 Beaver Street
Keene NH 03431

COVERAGES **CERTIFICATE NUMBER:** 270215808 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X 250 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC			NPP1350707	1/1/2013	1/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $50,000 $1,000 $1,000,000 $2,000,000 $1,000,000
B B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			BAP8608820 BAP8608820	5/28/2012 5/28/2013	5/28/2013 5/28/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC862482614	1/1/2013	1/1/2014	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $100,000 $100,000 $500,000
C D	Directors & Officer Employee Dishonesty			NDO2003305I F249006Y	1/1/2013 7/17/2012	1/1/2014 7/17/2013		$1,000,000 $15,000

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

CERTIFICATE HOLDER

Bureau of Behavioral Health-Contract Mgmt
Attn: Sandy Lawrence
Main Bldg- Rm 214S, 105 Pleasant St
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Region V
Monadnock Area Peer Support Center

Communities served:

Alstead
Antrim
Bennington
Chesterfield
Dublin
Fitzwilliam
Francestown
Gilsum
Greenfield
Greenville
Hancock
Harrisville
Hinsdale
Jaffrey
Keene
Lyndeborough
Marlborough
Marlow
Nelson
New Ipswich
Peterborough
Richmond
Rindge
Roxbury
Sharon
Stoddard
Sullivan
Surry
Swanzey
Temple
Troy
Walpole
Westmoreland
Wilton
Winchester

Peer Support Services

Establishment Dates

Agency	Date Established
Monadnock Area Peer Support Agency 64 Beaver Street PO Box 258 Keene NH 03431	10-23-95
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6 5 Pine Street Extension, Unit B PO Box 1564 Nashua NH 03060	02-19-09
Lakes Region Consumer Advisory Board 328 Union Avenue PO Box 304 Laconia NH 03246	10-19-93
On the Road to Recovery, Inc. 13 Orange Street PO Box 1721 Manchester NH 03105	11-16-88
Seacoast Consumer Alliance Peer Support Center, Inc. 544 Islington Street Portsmouth NH 03801	06-08-92
The Alternative Life Center 486 White Mountain Highway PO Box 241 Conway NH 03818	01-15-99
The Stepping Stone Drop-In Center Association 108 Pleasant Street Claremont NH 03743	09-08-95
Tri-City Consumers' Action Co-operative, Inc. 36 Wakefield Street Rochester NH 03867-1929	12-30-94

Subject: Peer Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Bureau of Behavioral Health		**1.2 State Agency Address** 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name On The Road To Recovery, Inc.		**1.4 Contractor Address** 13 Orange Street PO Box 1721 Manchester, NH 03105	
1.5 Contractor Phone Number 603-623-4523	**1.6 Account Number** 05-95-92-920010-7011-102 05-95-92-920010-7143-102	**1.7 Completion Date** 06-30-2014	**1.8 Price Limitation** $432,212.
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-5000	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** Vincent McHugh, Chairman of Board of Directors	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On 4-11-13, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Ricky K. Kernozicky

RICKY K. KERNOZICKY
Notary Public - New Hampshire
My Commission Expires October 6, 2015

1.13.2 Name and Title of Notary or Justice of the Peace

RICKY K. KERNOZICKY
Notary Public - New Hampshire
My Commission Expires October 6, 2015

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs
1.16 Approval by the N.H. Department of Administration, Division of Personnel ***(if applicable)*** By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Jeanne P. Herrick, Attorney	On: 21 May 2013
1.18 Approval by the Governor and Executive Council By:	On:

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

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

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

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

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

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

Contractor Initials: VM
Date: 4/22/2013

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: VM
Date: 4/22/2013

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.

Contractor Initials: JM
Date: 4/22/2013

CERTIFICATE OF VOTE

I, **(Paul Mertzic)**, do hereby certify that:

1. I am the duly elected Clerk of **(On The Road to Recovey)**

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **(April 11, 2013)**.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Peer Support Services.

RESOLVED: That the **(Vincent McHugh, Chairman)** hereby is authorized on behalf of this Corporation 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of
4. (4-11-13).

5. **(Vincent McHugh)** is duly elected **[Chairman]** of the Corporation.

(Seal)
(Corporation)

Paul A. Mertzic
(Signature of Board Secretary)

State of **New Hampshire**

County of **(Hillsboro)**

The foregoing instrument was acknowledged before me this (11th) day of (April) 2013

By Irene C Graveline

Irene C Graveline
Name: (Irene C Graveline)
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: ( )

IRENE C. GRAVELINE, Notary Public
My Commission Expires June 8, 2016

EXHIBIT A
SCOPE OF WORK
FY2014

1. Provision of Services: The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. Performance of Service: Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. State Right to Modify: The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. Other Sources of Funding: The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. Employment Procedures: The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. Criminal Record Check: The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. Program Staff Positions: The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. Staff Training, Development & Orientation: The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

- **8.3.1.** Peer Support;
- **8.3.2.** Warmline;
- **8.3.3.** Facilitating Peer Support Groups;
- **8.3.4.** Sexual Harassment; and
- **8.3.5.** Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

- **8.4.2.1.** Staff Development;
- **8.4.2.2.** Supervision;

8.4.2.3. Performance Appraisals;
8.4.2.4. Employment Practices
8.4.2.5. Harassment;
8.4.2.6. Program Development;
8.4.2.7. Complaints and the Complaint Process; and
8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. Outcome Measures & Performance Indicators: The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. Quality Improvement/Assurance: The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. Fiduciary & Programmatic Compliance: At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. Funds Provided Pursuant to this Agreement: For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. Definitions: For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;
13.1.2. Outreach;
13.1.3. Individual Peer Assistance;
13.1.4. Telephone Support during business hours;
13.1.5. A monthly newsletter;
13.1.6. Wellness Training;
13.1.7. Community Education; and
13.1.8. Monthly Educational Events to members.

13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the

public mental health services delivery system.

13.6. Peer support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

14.1. The Contractor shall maintain records of membership for purposes of validation of annual board elections and to support efficient and regular communications with membership regarding Contractor activities. Such records shall be considered confidential and shall not be disclosed to the public but shall be made available to BBH upon request to monitor compliance with this Agreement. The Contractor shall notify BBH in writing in the event that an officer of the Board of Directors is unavailable to fulfill their duties for more than two (2) months.

14.2. The Contractor shall convene at least monthly membership meetings to support the empowerment and inclusion of the membership in Contractor policy and program development. The Contractor shall encourage PSA members to attend Contractor Board of Director meetings, but that action will not meet the requirement of this Paragraph. The Contractor shall post the times and locations of Board of Director meetings for any interested members.

14.3. The Contractor's Board of Directors shall maintain written records of Board meetings to include topics discussed, action and vote. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall submit to BBH a copy of the Board minutes when submitting all other required quarterly reports.

14.4. The Contractor's Board of Directors shall have a documented orientation process and manual for Directors.

14.5. The Contractor's Board of Directors shall have annual training related to roles and responsibility of Directors including fiduciary responsibilities. The officers of the Board of Directors shall have written descriptions of their duties. The Contractor shall have on file the most recent revision date with officers designated, date joined, term number, length of term, membership expiration date, all addresses, e-mail addresses, and telephone numbers listed.

14.6. The Contractor's Board of Directors shall assure that the Contractor has an Accounting Manual specific to the agency. The Accounting Manual shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;
14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
14.6.3. Internal Control Procedures; and
14.6.4. Expense Reimbursement and Advance Policy.

14.7. It is required by both State Administrative Rules and PSA Bylaws that the Contractor's Board of Directors has a minimum of nine (9) current and active Board of Directors members. If the Board of Directors membership falls below the required BBH minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately. If the Contractor's Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

16. Executive Director - Monthly Meeting Attendance: The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. Regional Community Support Meetings: At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings. The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

18. Newsletters/Calendars: Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

19. Changes to Budget Personnel Form B: The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it be for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

20. DMV Check / Defensive Driving: The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form, that those records indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

21. Increase the Unduplicated Numbers Served: In FY 2014 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2013. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2014 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be closely monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2014 may jeopardize future funding increases.

22. Purging Of Member Lists: Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook and shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

23. Peer Support Services: The Contractor shall provide peer support services to geographic region 7 (Manchester Area) and region 10 (Derry/Salem Area).

24. Memorandum of Understanding: Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2014.

25. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

Contractor Initials: VM
Date: 5/6/2013

FY2014
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and **On The Road To Recovery, Inc.**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2014. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91–A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

I. PERFORMANCE DOMAINS

A. FISCAL DOMAIN

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. Current Ratio

Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
Formula: Total current assets divided by total current liabilities.
Performance Standard: The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. Accounts Payable

Definition: The Contractors timeliness in paying invoices.
Performance Standard: The Contractor shall not have outstanding invoices greater than sixty (60) days.

3. Budget Management

Definition: Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year –to-date basis the percentage of the Contractors budget executed year-to-date.
Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. COMPLIANCE DOMAIN

1. Consumer Control

Rationale: Peer Support Agencies are consumer run and controlled.
Definition: Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.
Source of Data: BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. Board Of Directors Development

Rational: Members of the Board of Directors understand their roles and responsibilities.
Definition: There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

II. REMEDIATION PROCESS

A. REMEDIATION PROCESS FOR FISCAL DOMAIN

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.

2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.

3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.

4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

Agency: **On The Road To Recovery, Inc.**	**DHHS/Division of Community Based Care Services** **The Bureau of Behavioral Health**
Name/Title: Vincent D. McHugh \ Chairman	**Name/Title:** **Nancy L. Rollins, Associate Commissioner**
Signature: [signature]	**Signature:** Nancy L. Rollins
Date: 5/4/2013	**Date:** 5/8/13

Contractor Initials: VM
Date: 5/4/13

PEER SUPPORT AGENCY SCOPE OF SERVICES FY14

Agency: On The Road to Recovery
Fiscal Period: 7/1/13 - 6/30/14

Date Prepared: 4-17-13
Prepared By: Warren Bouchard

	Peer Support Program 111a	Peer Support Program 211a	Peer Support Program 311a	Warm Line 211b	Outreach 111b	Vocational Support 111d	Respite 111e	Other 111f
PROGRAM NAME	OTRTR Manchester	OTRTR Derry						
Check program components:								
Monthly education	x	x						
Monthly newsletter	x	x						
Wellness training	x	x						
Peer support	x	x						
Telephone support	x	x						
Individual Peer Assistance	x	x						
Outreach	x	x						
Transportation	x	x						
Educational/vocational								
Other, specify:	Transitional Housing							
LOCATIONS—at the PSA	x	x						
Community	x	x						
NHH								
Other, sp:								
POPULATIONS -Adults	x	x						
Older Adults	x	x						
People with Mental Illness Who are Homeless	x	x						
DATES OF START (only if not July 1)								
SERVICE COMPLETION (only if not June 30)								

(Please Note: The OTRTR Newsletter is a combined effort of both OTRTR sites. A new initiative is in place to address both Telephone and additional Outreach efforts to other community groups.)

PEER SUPPORT SERVICES

144OTRTR-MANCH
Fiscal Year / Site

On the Road To Recovery - Manchester
Organization

Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	268	8	12	10	298
A2) Members 60 and over	18	1	0	2	21
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	286	9	12	12	319
B1) New Members 59 and under (unduplicated within category at end of reporting period)	4	8	12	10	34
B2) New Members 60 and over (unduplicated within category at end of reporting period)	1	1	0	2	4
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	221	32	24	18	295
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	25	1	0	2	28
A3) Total Unduplicated Members/Participants Served in All Programs	246	33	24	20	323
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	3	2	1	1	7
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	247	8	10	11	276
B) Total Visit Days (members and participants only)	3619	2318	3404	3792	13133
C) Average Daily Visits (# of visit days/number of days open in reporting period)	47	38	46	48	
D) Number of Daytime Hours Each Week	47	38	46	48	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	47	38	46	48	
G) Number of Days the Program was Open in the Quarter	77	61	74	79	291
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	10	12	11	11	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	3	4	4	4	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	9	12	15	15	51
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	10	18	18	20	66
B) Peer Support Telephone Calls Received	0	6	10	12	28
VII. WARMLINE					
A) Warmline Telephone Calls Made	0	0	0	0	0
B) Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

144OTRTR-MANCH
Fiscal Year / Site

On the Road To Recovery - Manchester
Organization

Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	0	0	0	0	0
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	0	0	0	0	0
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	5	2	1	4	12
B) Transitional Housing only-Number of bed days/quarter	450	495	503	475	1923

XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month	
A) Monthly Educational Events Y/N	Y	Y	Y	
B) Monthly Newsletters Y/N	Y	Y	Y	

XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	0	8	0	0	8
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	8	0	0	0	8

PEER SUPPORT SERVICES

144OTRTR-DERRY
Fiscal Year / Site

On the Road To Recovery - Derry
Organization

Kernozicky/Bouchard
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	89	7	4	5	105
A2) Members 60 and over	14	1	0	1	16
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	103	8	4	6	121
B1) New Members 59 and under (unduplicated within category at end of reporting period)	5	7	4	5	21
B2) New Members 60 and over (unduplicated within category at end of reporting period)	1	1	0	1	3
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	83	10	5	8	106
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	14	1	0	1	16
A3) Total Unduplicated Members/Participants Served in All Programs	97	11	5	9	122
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	2	3	1	4	10
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	110	8	6	10	134
B) Total Visit Days (members and participants only)	2496	2220	2124	2496	9336
C) Average Daily Visits (# of visit days/number of days open in reporting period)	39	37	36	39	
D) Number of Daytime Hours Each Week	39	37	36	39	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	39	37	36	39	
G) Number of Days the Program was Open in the Quarter	64	60	59	64	247
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	9	9	10	10	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	4	4	5	4	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	110	95	108	125	438
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	40	45	40	48	173
B) Peer Support Telephone Calls Received	15	24	20	12	71
VII. WARMLINE					
A) Warmline Telephone Calls Made	0	0	0	0	0
B) Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

144OTRTR-DERRY
Fiscal Year / Site

On the Road To Recovery - Derry
Organization

Kernozicky/Bouchard
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	0	0	0	0	0
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	0	0	0	0	0
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0

	1st Month	2nd Month	3rd Month	
XI. MONTHLY EVENTS				
A) Monthly Educational Events Y/N	Y	Y	Y	
B) Monthly Newsletters Y/N	Y	Y	Y	

XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	0	6	0	0	6
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	6	0	0	0	6

FY2014
EXHIBIT B
METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Retirement	$1,792
Depreciation	2,901
Total	**$4,693**

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real

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property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:

8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.

8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund:	$183,711
Federal Funds:	$248,501
CFDA #:	93.958
Federal Agency:	U.S. Department of Health and Human Services
	Program Title: Block Grants for Community Mental Health Services
Amount:	$248,501

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13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102
05-95-92-920010-7143-102

Vm 5/7/20

FY2014
EXHIBIT C
SPECIAL PROVISIONS

1. Add the following to Paragraph 1.:

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

2. Add the following to Paragraph 4.:

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement 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.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

3. Add the following to Paragraph 6.:

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

4. Add the following to Paragraph 7.:

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

5. Replace Subparagraphs 8.1. through 8.1.3. with the following:

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8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

8.1.7. Failure to comply with any covenants or conditions in this Agreement.

8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.

8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.

8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars ($10,000) or more.

6. Add the following to Subparagraph 8.2.:

8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

7. Add the following to Paragraph 8.:

8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

8. Add the following to Paragraph 9.:

9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

9.5.1. The Income Statement shall be based on the accrual method of accounting.

9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:

9.5.2.1. Mortgage payments shall include both principal and interest;

9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.

9.5.2.3. Capital expenditures shall be included on the Form A.

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9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds $500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10. Replace Paragraph 12. with the following:

ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars ($10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the

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Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars ($10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars ($10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than $500,000, replace Paragraph 14.1.1. with the following:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate; and

13. Add the following to Paragraph 14.:

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

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14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

14. Add the following to Paragraph 20.:

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

20.3.2. To make cash payments to intended recipients of health services.

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

20.3.4. To satisfy any requirement for the expenditure of non Federal funds as a condition of a receipt of Federal funds; or

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

20.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of $125,000 per year.

20.6. Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

20.6.1. All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the

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Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

20.6.2. The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars ($10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.3. Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.4. In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

20.6.5. Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

20.6.6. Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

20.6.7. Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

20.6.8. Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

20.6.8.1. Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

20.6.8.2. Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

20.7. The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

20.8. The Contractor agrees that it is a breach of this Agreement to accept or make a payment,

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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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

FY14 PSA Exhibit C

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STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

On The Road To Recovery, Inc. From: 7/1/2013 To: 6/30/2014
(Contractor Name) (Period Covered by this Certification)

Vincent D. McHugh, Chairman BOD
(Name & Title of Authorized Contractor Representative)

(Contractor Representative Signature) 5/5/2013 (Date)

Contractor Initials: VM
Date: 5/5/2013

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 07-01-13 through 06-30-14

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

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

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

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

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

(Contractor Representative Signature) — Vincent McHugh Chairman of the Board (Authorized Contractor Representative Name & Title)

On The Road To Recovery, Inc. (Contractor Name) — 4/22/2013 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Contractor Initials: VM

Date: 5/5/2013

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

(Contractor Representative Signature)	Vincent D McHugh, Chairman BOD (Authorized Contractor Representative Name & Title)
On The Road To Recovery, Inc. (Contractor Name)	5/5/2013 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

(Contractor Representative Signature)	Vincent McHugh, Chairman of Board of Directors (Authorized Contractor Representative Name & Title)
On The Road To Recovery, Inc. (Contractor Name)	4/22/2013 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

(Contractor Representative Signature)	Vincent McHugh, Chairman of the Board (Authorized Contractor Representative Name & Title)
On The Road To Recovery, Inc. (Contractor Name)	4/22/2013 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

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Date: 5/14/2013

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

Contractor Initials: VM
Date: 5/4/2023

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: VM

Date: 5/4/2018

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

NH DHHS, Div of Community Based Care Services Bureau of Behavioral Health	On The Road To Recovery, Inc.
The State Agency Name	Name of the Contractor
Nancy L. Rollins	V. A. McHugh
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Vincent D. McHugh
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Chairman B.O.D.
Title of Authorized Representative	Title of Authorized Representative
5/8/13	5/4/2013
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. 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.

	Vincent McHugh, Chairman
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
On The Road To Recovery, Inc.	5-6-2013
(Contractor Name)	(Date)

Contractor initials: VM
Date: 5/6/2013

NH Department of Health and Human Services

STANDARD EXHIBIT J

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: 781435519

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
On The Road to Recovery, Inc.
Manchester, New Hampshire

We have audited the accompanying statements of financial position of On The Road to Recovery, Inc (OTRTR), (a nonprofit organization) as of June 30, 2012 and 2011, and the related statements of activities and changes in net assets, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of On The Road to Recovery, Inc. as of June 30, 2012 and 2011, and the changes in net assets and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
October 19, 2012

ON THE ROAD TO RECOVERY, INC
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2012 AND 2011

ASSETS	2012	2011
CURRENT ASSETS		
Cash, non-BBH refundable	$ 16,632	$ 38,914
Cash, BBH refundable	87,876	88,738
Funds held for others	6,280	3,517
Prepaid expenses	18,969	14,967
Total Current Assets	129,757	146,136
PROPERTY AND EQUIPMENT, at cost		
Leasehold improvements	35,971	35,971
Vehicles	21,975	21,975
Equipment & furniture	50,660	50,660
	108,606	108,606
Less accumulated depreciation	(89,102)	(86,295)
	19,504	22,311
OTHER ASSETS		
Investments	1,427	1,427
Loan receivable	50	1,351
Deposits	2,500	2,500
	3,977	5,278
Total Assets	153,238	173,725
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	8,165	14,993
Accrued expenses	7,095	7,797
Due to other agencies	4,115	1,355
Housing escrow payable	2,165	2,162
Deferred revenue, restricted BBH funds	87,876	88,738
Total Current Liabilities	109,416	115,045
NET ASSETS		
Unrestricted	43,822	58,680
Total Liabilities and Net Assets	$ 153,238	$ 173,725

See Independent Auditors' Report and Notes to Financial Statements

ON THE ROAD TO RECOVERY, INC
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	$ 412,493	$ 317,668
Fundraising income	50,671	92,514
Program services	500	2,700
Interest income	207	294
Total support and revenue	463,871	413,176
EXPENSES		
Program	413,200	320,662
Management & general	15,416	19,647
Bingo and poker events	50,113	79,384
Total expenses	478,729	419,693
Decrease in net assets	(14,858)	(6,517)
Net assets, beginning of year	58,680	65,197
Net assets, end of year	$ 43,822	$ 58,680

See Independent Auditors' Report and Notes to Financial Statements

ON THE ROAD TO RECOVERY, INC
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Decrease in net assets	$ (14,858)	$ (6,51[illegible])
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation & amortization	2,807	3,474
(Increase) Decrease in operating assets		
Funds held for others	(2,763)	2,413
Prepaid expenses	(4,002)	(8,998)
Loan receivable	1,301	(201)
Deposits	-	(2,500)
Increase (Decrease) in operating liabilities		
Accounts payable	(6,828)	10,500
Accrued expenses	(702)	3,611
Amounts due to other agencies	2,760	(2,419)
Housing escrow	3	6
Deferred revenue, restricted BBH funds	(862)	13,422
Net Cash Provided (Used) By Operating Activities	(23,144)	12,791
Net Increase (Decrease) in Unrestricted Cash and Cash Equivalents	(23,144)	12,791
Unrestricted Cash and Cash Equivalents, Beginning of Year	127,652	114,861
Unrestricted Cash and Cash Equivalents, End of Year	$ 104,508	$ 127,652

See Independent Auditors' Report and Notes to Financial Statements

On The Road To Recovery, Inc.

Mission Statement

04-11-13

On The Road To Recovery is a not for profit consumer driven community of peers dedicated that educates and provides skills to empower members to manage and maintaining mental health and wellness, personal responsibility and accountability through the use of Intentional Peer Support as a tool.

We are a community of peers dedicated to educate advocate and empower members to better mental health living.

KEY ADMINISTRATIVE PERSONNEL - FY2014

ON THE ROAD TO RECOVERY

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Warren Bouchard	1.00	$ 50,960.00	$ 49,199.48	97%
		0.00	$ -		

WARREN E. BOUCHARD, M.S. ED.

RESUME SUMMARY OF QUALIFICATIONS

Professional Administrator with Special Expertise in:

- Personnel Administration, to include recruitment, assignment, training and retention of staff.
- Staff Training, Supervision and Evaluation.
- Team Building to Bring Divergent Groups to a Common Goal
- Program Development and Evaluation
- Organizational Focus and Vision
- Development and Oversight of Annual Budget
- Intersystem and Interagency Collaborations
- Grant Writing

Professional Experience, Skill Sets and Accomplishments

Independent Consultant, Manchester, NH 03105
Providing contracted Consulting Services in Management and Behavior Modification Training

Executive Director: On The Road to Recovery, Inc. Manchester, NH 03105
On The Road to Recovery provides a variety of Intentional Peer Support Activities that provide an opportunity for individuals who have mental health issues develop individual plans for recovery and healthy and better living. Many of these individuals are homeless.

Executive Director: The Paul Center, Chelmsford, Massachusetts
The Paul Center provides a variety of educational, social and respite programs for individuals with moderate to severe special needs.

Supervisor of Student Teachers: Franklin Pierce University, GTEP Manchester, NH
Adjunct Supervisor of Student Teachers: Graduate Teacher Education Program Franklin Pierce University, Manchester, NH

Superintendent of Schools: School Administrative Unit 58, Groveton, NH
Chief Administrative Officer for the Northumberland, Stark and North Stratford School Districts.

- Resource Specialist to Boards on Policy, Negotiations, Personnel and Programs
- Hearings Officer for Title IX Appeals and Human Rights Appeals
- Liaison for School Administrative Unit with State and Federal Agencies
- Development of Annual Operational Budgets
- Coordinator of Out of District Special Education Placements
- Hearings Officer for Special Education Appeals in the Administrative Unit

Certifications:

- Intentional Peer Support Specialist, current
- MA PAC Trainer, (Proactive Alternatives for Change), current

Academic Preparation:

- Saint Anselm's College, Manchester, NH, and B.A. History
- University of Southern Maine, Gorham ME, M.S. Ed.
- Vanderbilt University, Nashville TN, Doctoral Studies in Educational Leadership, ABD

On the Road to Recovery, Inc.

BOARD OF DIRECTORS
March 25, 2013

CHAIRMAN
Vincent McHugh

VICE CHAIRMAN
Jacqueline Cuddihy

SECRETARY/TREASURER
Paul Mertzic

DIRECTORS
Steven Chilafoe Sr.

Joyce Herndon

Tracie McHugh

Juanita Leach

Amy Pratte

EXECUTIVE DIRECTOR
Warren Bouchard

BUSINESS MANAGER
Peter Deleault

PROGRAM DIRECTOR
David Blacksmith

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 On The Road to Recovery, Inc. is a New Hampshire nonprofit corporation formed November 16, 1988. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of April A.D. 2013

William M. Gardner
Secretary of State

Region: Region VII

Program: On The Road To Recovery, Inc.

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program Manchester 111a	Peer Support Program Derry 211a	Transitional Housing 111c	Other Non-BBH 111f
400	**PROG. SERV. FEES**						
401	Net client fees	0	0	0	0	0	0
402	HMO's	0	0	0	0	0	0
403	BC/BS	0	0	0	0	0	0
404	Medicaid	0	0	0	0	0	0
405	Medicare	0	0	0	0	0	0
406	Other insurance	0	0	0	0	0	0
411	Other program fees	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0
420	**PROG. SALES**						
421	Production	0	0	0	0	0	0
422	Service	0	0	0	0	0	0
430	**PUBLIC SUPPORT**						
431	United Way	0	0	0	0	0	0
432	Local/County Government	0	0	0	0	0	0
433	Donations/Contributions	0	0	0	0	0	0
435	Other public support	0	0	0	0	0	0
436	DVR	0	0	0	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0
438	DCYF	0	0	0	0	0	0
439	State Emergency Shelter Grant	0	0	0	0	0	0
440	**FEDERAL FUNDING**						
441	Block Grants	248,501	0	134,361	82,241	31,899	0
442	Community Support Prog	0	0	0	0	0	0
443	CSP Anticipated (amendment)	0	0	0	0	0	0
444	HUD	0	0	0	0	0	0
445	Other federal grants	0	0	0	0	0	0
446	PATH	0	0	0	0	0	0
447	CARE NH	0	0	0	0	0	0
448	MHSIP	0	0	0	0	0	0
450	RENTAL INCOME	3,000	0	0	0	3,000	0
460	INTEREST INCOME	0	0	0	0	0	0
470	IN-KIND DONATIONS	0	0	0	0	0	0
480	**BBH**						
481	Community Mental Health	183,711	0	99,346	60,787	23,578	0
482	Community Developmental Services	0	0	0	0	0	0
490	OTHER REVENUES	12,466	0	0	0	0	12,466
491	Other DBH (carry over)	0	0	0	0	0	0
	Subtotal	447,678	0	233,707	143,028	58,477	12,466
500	GM Allocation	0	0	0	0	0	0
TOTAL PROGRAM REVENUES		447,678	0	233,707	143,028	58,477	12,466

Region: Region VII

Program: On The Road To Recovery, Inc.

FISCAL PERIOD: FY2014 Contract

	Total Agency	Total Administration	Peer Support Program Manchester 111a	Peer Support Program Derry 211a	Transitional Housing 111c	Other Non-BBH 111f
600 PERSONNEL COSTS						
601 Salary & Wages	206,378	0	127,709	57,557	10,920	10,192
602 Employee Benefits	29,709	0	16,865	10,238	1,861	745
603 Payroll taxes	15,788	0	9,770	4,403	835	780
Subtotal	251,875	0	154,343	72,198	13,617	11,716
610 Client Wages	0	0	0	0	0	0
620 PROFESSIONAL FEES						
621 Substitute Staff	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0
625 Audit Fees	6,700	0	4,425	2,275	0	0
626 Legal Fees	0	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0	0
630 STAFF DEV & TRNG.						
631 Journals & Publications	0	0	0	0	0	0
632 In-Service Training	0	0	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0	0
640 OCCUPANCY COSTS						
641 Rent	93,492	0	24,600	30,000	38,892	0
642 Mortgage Payments	0	0	0	0	0	0
643 Heating Costs	6,352	0	2,852	3,500	0	0
644 Other Utilities	6,751	0	2,445	2,506	1,800	0
645 Maintenance & Repairs	5,867	0	1,815	1,900	2,152	0
646 Taxes	0	0	0	0	0	0
647 Other Occupancy Costs	4,100	0	2,500	1,600	0	0
650 CONSUMABLE SUPPLIES						
651 Office	6,243	0	3,383	2,860	0	0
652 Building/Household	8,016	0	4,000	2,000	2,016	0
653 Educational/Training	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0
655 Food	1,400	0	0	1,400	0	0
656 Medical	0	0	0	0	0	0
657 Other Consumable Supplies	5,330	0	2,510	2,820	0	0
660 CAPITAL EXPENDITURES	0	0	0	0	0	0
665 DEPRECIATION	2,901	0	2,901	0	0	0
670 EQUIPMENT RENTAL	4,400	0	2,600	1,800	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0	0
Subtotal page	403,427	0	208,374	124,859	58,477	11,716

Region: Region VII

Program: On The Road To Recovery, Inc.

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program Manchester 111a	Peer Support Program Derry 211a	Transitional Housing 111c	Other Non-BBH 111f
Total Carried Forward		403,427	0	208,374	124,859	58,477	11,716
700	ADVERTISING	200	0	100	100	0	0
710	PRINTING	800	0	50	750	0	0
720	TELEPHONE/COMMUNICATIONS	11,710	0	8,435	3,275	0	0
730	POSTAGE/SHIPPING	2,365	0	1,215	1,150	0	0
740	**TRANSPORTATION**						
741	Board Members	0	0	0	0	0	0
742	Staff	4,504	0	2,053	2,451	0	0
743	Clients	10,560	0	4,435	6,125	0	0
744	Delivery Products	0	0	0	0	0	0
750	**ASSIST.TO INDIVIDUALS**						
751	Client Services	750	0	0	0	0	750
752	Clothing	0	0	0	0	0	0
760	**INSURANCE**						
761	Malpractice & Bonding	2,184	0	2,184	0	0	0
762	Vehicles	3,320	0	1,485	1,835	0	0
763	Comprehensive Property & Liability	6,858	0	4,875	1,983	0	0
770	MEMBERSHIP DUES	0	0	0	0	0	0
800	OTHER EXPENDITURES	1,000	0	500	500	0	0
801	INTEREST EXPENSE	0	0	0	0	0	0
802	IN-KIND EXPENSE	0	0	0	0	0	0
	TOTAL EXPENSES	447,678	0	233,706	143,028	58,477	12,466
900	ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0
	TOTAL PROGRAM EXPENSES	447,678	0	233,706	143,028	58,477	12,466
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	0	0	(0)
	Verification of Balancing s/b 0	(0)					

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Pat Mack
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Philadelphia Insurance Co
INSURED	INSURER B: First Comp
On The Road To Recovery, Inc. 13 Orange Street PO Box 1721 Manchester NH 03105	INSURER C: Mount Vernon ✓ INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2012 w/2013 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Abuse or Molestation GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PHPK876529	7/1/2012	7/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK876529	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Terrorism Coverage	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB384932	7/1/2012	7/1/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0105296-04	3/19/2013	3/19/2014	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
C	Directors & Officers Employment Practices			NDO2008688F NDO2008688F	12/14/2012 12/14/2012	12/14/2013 12/14/2013	Limit Limit	1,000,000 1,000,000

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

D. Crime - Employee Dishonesty PHPK876529, 7/1/2012-7/1/2013 Limit $35,000

Locations 1 & 2
13 & 13A Orange Street, Manchester, NH
12 Birch Street, Derry, NH

CERTIFICATE HOLDER

Sandy Lawrence, Main Bldg, Rm 210S
Contract Management
Bureau of Behavioral Health
Hugh Gallon Office Park South
105 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Co C. Richard J. Boucher
Co A+B.
Pat Mack/PAT Pat M Mack

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Region VII

On The Road To Recovery, Inc.

Communities served:

Auburn
Bedford
Candia
Goffstown
Hooksett
Londonderry
Manchester
New Boston

Region X
On The Road To Recovery, Inc.

Communities Served:

Atkinson
Chester
Danville
Derry
Hampstead
Newton
Pelham
Plaistow
Salem
Sandown
Windham

Peer Support Services

Establishment Dates

Agency	Date Established
Monadnock Area Peer Support Agency 64 Beaver Street PO Box 258 Keene NH 03431	10-23-95
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6 5 Pine Street Extension, Unit B PO Box 1564 Nashua NH 03060	02-19-09
Lakes Region Consumer Advisory Board 328 Union Avenue PO Box 304 Laconia NH 03246	10-19-93
On the Road to Recovery, Inc. 13 Orange Street PO Box 1721 Manchester NH 03105	11-16-88
Seacoast Consumer Alliance Peer Support Center, Inc. 544 Islington Street Portsmouth NH 03801	06-08-92
The Alternative Life Center 486 White Mountain Highway PO Box 241 Conway NH 03818	01-15-99
The Stepping Stone Drop-In Center Association 108 Pleasant Street Claremont NH 03743	09-08-95
Tri-City Consumers' Action Co-operative, Inc. 36 Wakefield Street Rochester NH 03867-1929	12-30-94

Subject: Peer Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Bureau of Behavioral Health		**1.2 State Agency Address** 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name Seacoast Consumer Alliance Peer Support Center, Inc.		**1.4 Contractor Address** 544 Islington Street Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-427-6966	**1.6 Account Number** 05-95-92-920010-7011-102 05-95-92-920010-7143-102	**1.7 Completion Date** 06-30-2014	**1.8 Price Limitation** $237,828.
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-5000	
1.11 Contractor Signature Susan Turner		**1.12 Name and Title of Contractor Signatory** Susan Turner, President	

1.13 Acknowledgement: State of New Hampshire, County of Rockingham

On 4/25/13, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Christine Bibeau

1.13.2 Name and Title of Notary or Justice of the Peace

CHRISTINE BIBEAU, Notary Public
My Commission Expires May 26, 2015 CSR

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs
1.16 Approval by the N.H. Department of Administration, Division of Personnel ***(if applicable)*** By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Jeanne P. Herrick, Attorney	On: 21 May 2013
1.18 Approval by the Governor and Executive Council By:	On:

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

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

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

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

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

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

Contractor Initials: _____
Date: 4-25-13

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: SJT

Date: 4-25-13

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: _____
Date: 4-23-13

CERTIFICATE OF VOTE

I, **Rich Wilson**, do hereby certify that:

1. I am the duly elected Clerk of **Seacoast Consumer Alliance Peer Support Center, Inc**

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **April 18, 2013**.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Peer Support Services.

RESOLVED: That the **President** hereby is authorized on behalf of this Corporation 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **April 25, 2013**.

4. **Susan Turner** is duly elected **President** of the Corporation.

(Seal)
(Corporation)

Richard D. [illegible]
(Signature of Board Secretary)

State of **New Hampshire**

County of **Rockingham**

The foregoing instrument was acknowledged before me this 25 day of **April, 2013**

By **Rich Wilson.**

CHRISTINE RONCA NOTARY PUBLIC My Commission Expires June 3, 2014 NEW HAMPSHIRE

Christine Ronca
Name:
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: 6/3/14

EXHIBIT A
SCOPE OF WORK
FY2014

1. Provision of Services: The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. Performance of Service: Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. State Right to Modify: The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. Other Sources of Funding: The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. Employment Procedures: The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. Criminal Record Check: The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. Program Staff Positions: The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. Staff Training, Development & Orientation: The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

- **8.3.1.** Peer Support;
- **8.3.2.** Warmline;
- **8.3.3.** Facilitating Peer Support Groups;
- **8.3.4.** Sexual Harassment; and
- **8.3.5.** Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

- **8.4.2.1.** Staff Development;
- **8.4.2.2.** Supervision;

8.4.2.3. Performance Appraisals;
8.4.2.4. Employment Practices
8.4.2.5. Harassment;
8.4.2.6. Program Development;
8.4.2.7. Complaints and the Complaint Process; and
8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. Outcome Measures & Performance Indicators: The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. Quality Improvement/Assurance: The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. Fiduciary & Programmatic Compliance: At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. Funds Provided Pursuant to this Agreement: For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. Definitions: For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;
13.1.2. Outreach;
13.1.3. Individual Peer Assistance;
13.1.4. Telephone Support during business hours;
13.1.5. A monthly newsletter;
13.1.6. Wellness Training;
13.1.7. Community Education; and
13.1.8. Monthly Educational Events to members.

13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the

public mental health services delivery system.

13.6. Peer support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

14.1. The Contractor shall maintain records of membership for purposes of validation of annual board elections and to support efficient and regular communications with membership regarding Contractor activities. Such records shall be considered confidential and shall not be disclosed to the public but shall be made available to BBH upon request to monitor compliance with this Agreement. The Contractor shall notify BBH in writing in the event that an officer of the Board of Directors is unavailable to fulfill their duties for more than two (2) months.

14.2. The Contractor shall convene at least monthly membership meetings to support the empowerment and inclusion of the membership in Contractor policy and program development. The Contractor shall encourage PSA members to attend Contractor Board of Director meetings, but that action will not meet the requirement of this Paragraph. The Contractor shall post the times and locations of Board of Director meetings for any interested members.

14.3. The Contractor's Board of Directors shall maintain written records of Board meetings to include topics discussed, action and vote. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall submit to BBH a copy of the Board minutes when submitting all other required quarterly reports.

14.4. The Contractor's Board of Directors shall have a documented orientation process and manual for Directors.

14.5. The Contractor's Board of Directors shall have annual training related to roles and responsibility of Directors including fiduciary responsibilities. The officers of the Board of Directors shall have written descriptions of their duties. The Contractor shall have on file the most recent revision date with officers designated, date joined, term number, length of term, membership expiration date, all addresses, e-mail addresses, and telephone numbers listed.

14.6. The Contractor's Board of Directors shall assure that the Contractor has an Accounting Manual specific to the agency. The Accounting Manual shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;
14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
14.6.3. Internal Control Procedures; and
14.6.4. Expense Reimbursement and Advance Policy.

14.7. It is required by both State Administrative Rules and PSA Bylaws that the Contractor's Board of Directors has a minimum of nine (9) current and active Board of Directors members. If the Board of Directors membership falls below the required BBH minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately. If the Contractor's Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

16. Executive Director - Monthly Meeting Attendance: The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. Regional Community Support Meetings: At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings. The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

18. Newsletters/Calendars: Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

19. Changes to Budget Personnel Form B: The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it be for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

20. DMV Check / Defensive Driving: The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form, that those records indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

21. Increase the Unduplicated Numbers Served: In FY 2014 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2013. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2014 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be closely monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2014 may jeopardize future funding increases.

22. Purging Of Member Lists: Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook and shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

23. Peer Support Services: The Contractor shall provide peer support services to geographic regions 8 (Portsmouth area).

24. Warm Line Services: The Contractor shall provide peer support warm line services to geographic regions 8 (Portsmouth area), 9 (Dover/Rochester area), and 10 (Derry/Salem area).

25. Memorandum of Understanding: Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2014.

26. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

Contractor Initials: SD
Date: 5/1/13

FY2014
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and **Seacoast Consumer Alliance Peer Support Center, Inc.**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2014. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91–A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

I. PERFORMANCE DOMAINS

A. FISCAL DOMAIN

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. Current Ratio

Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
Formula: Total current assets divided by total current liabilities.
Performance Standard: The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. Accounts Payable

Definition: The Contractors timeliness in paying invoices.
Performance Standard: The Contractor shall not have outstanding invoices greater than sixty (60) days.

3. Budget Management

Definition: Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year –to-date basis the percentage of the Contractors budget executed year-to-date.
Formula: **(Revenues)** Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. COMPLIANCE DOMAIN

1. Consumer Control

Rationale: Peer Support Agencies are consumer run and controlled.
Definition: Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.
Source of Data: BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. Board Of Directors Development

Rational: Members of the Board of Directors understand their roles and responsibilities.
Definition: There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

II. REMEDIATION PROCESS

A. REMEDIATION PROCESS FOR FISCAL DOMAIN

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.

2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.

3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.

4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

Agency: **Seacoast Consumer Alliance Peer Support Center, Inc.**	**DHHS/Division of Community Based Care Services** **The Bureau of Behavioral Health**
Name/Title: Susan Turner, President of The Bd	**Name/Title:** **Nancy L. Rollins, Associate Commissioner**
Signature: Susan Turner	**Signature:** Nancy L. Rollins
Date: 5/1/13	**Date:** 5/8/13

Contractor Initials: SD
Date: 5/1/13

PEER SUPPORT AGENCY SCOPE OF SERVICES FY14

Agency: Seacoast Consumer Alliance Peer Support Center, Inc. **Date Prepared:** April 18, 2013

Fiscal Period: 7/1/13 - 6/30/14 **Prepared By:** Charlotte Duquette

	Peer Support Program 111a	Peer Support Program 211a	Peer Support Program 311a	Warm Line 211b	Outreach 111b	Vocational Support 111d	Respite 111e	Other 111f
PROGRAM NAME								
Check program components:								
Monthly education	X							
Monthly newsletter	X							
Wellness training	X							
Peer support	X							
Telephone support	X							
Individual Peer Assistance	X							
Outreach	X							
Transportation	X							
Educational/vocational	X							
Other, specify:								
LOCATIONS—at the PSA	X			X	X	X		
Community	X			X	X	X		
NHH	X			X	X			
Other, sp:								
POPULATIONS -Adults	X			X	X	X		
Older Adults	X			X	X	X		
People with Mental Illness Who are Homeless	X			X	X	X		
DATES OF START (only if not July 1)								
SERVICE COMPLETION (only if not June 30)								

(comments here)

PEER SUPPORT SERVICES

144SCAPSC
Fiscal Year / Site

Seacoast Consumer Alliance Peer Support Center
Organization

Charlotte Duquette
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	259	5	5	6	275
A2) Members 60 and over	50	3	3	3	59
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	309	8	8	9	334
B1) New Members 59 and under (unduplicated within category at end of reporting period)	28	10	10	10	58
B2) New Members 60 and over (unduplicated within category at end of reporting period)	5	4	4	4	17
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	50	5	5	5	65
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	10	2	2	2	16
A3) Total Unduplicated Members/Participants Served in All Programs	60	7	7	7	81
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	20	12	10	8	50
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	50	15	10	10	85
B) Total Visit Days (members and participants only)	900	665	700	700	2965
C) Average Daily Visits (# of visit days/number of days open in reporting period)	35	35	35	35	
D) Number of Daytime Hours Each Week	44	44	44	44	
E) Number of Evening Hours Each Week	2	2	2	2	
F) Number of Hours Open/Week (F=D+E)	46	46	46	46	
G) Number of Days the Program was Open in the Quarter	65	56	58	65	244
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	40	40	40	40	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	8	8	8	8	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	50	49	50	60	209
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	80	100	100	80	360
B) Peer Support Telephone Calls Received	200	200	200	200	800
VII. WARMLINE					
A) Warmline Telephone Calls Made	500	600	600	500	2200
B) Warmline Telephone Calls Received	1008	1010	1012	1010	4040

PEER SUPPORT SERVICES

144SCAPSC
Fiscal Year / Site

Seacoast Consumer Alliance Peer Support Center
Organization

Charlotte Duquette
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	6	5	5	5	21
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	3	3	3	3	12
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0

XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month	
A) Monthly Educational Events Y/N	y	y	y	
B) Monthly Newsletters Y/N	y	y	y	

XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	4	4	4	5	17
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	7	8	8	8	31

FY2014
EXHIBIT B
METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Retirement	$1,197
Depreciation	$2,901
Total	**$4,098**

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:

8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.

8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor

FY2014
EXHIBIT B
METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Retirement	$1,197
Depreciation	$2,901
Total	**$4,098**

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:

8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.

8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor

submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund:	$101,088
Federal Funds:	$136,740
CFDA #:	93.958
Federal Agency:	U.S. Department of Health and Human Services Program Title: Block Grants for Community Mental Health Services
Amount:	$136,740

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102
05-95-92-920010-7143-102

Contractor Initials: SS
Date: 5/11/13

FY2014
EXHIBIT C
SPECIAL PROVISIONS

1. Add the following to Paragraph 1.:

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

2. Add the following to Paragraph 4.:

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement 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.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

3. Add the following to Paragraph 6.:

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

4. Add the following to Paragraph 7.:

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

5. Replace Subparagraphs 8.1. through 8.1.3. with the following:

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.
8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.
8.1.7. Failure to comply with any covenants or conditions in this Agreement.
8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars ($10,000) or more.

6. Add the following to Subparagraph 8.2.:
8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

7. Add the following to Paragraph 8.:
8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

8. Add the following to Paragraph 9.:
9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.
9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
9.5.1. The Income Statement shall be based on the accrual method of accounting.
9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:
9.5.2.1. Mortgage payments shall include both principal and interest;
9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.
9.5.2.3. Capital expenditures shall be included on the Form A.
9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.
9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.
9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.
9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds $500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.
9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for

any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10. Replace Paragraph 12. with the following:

ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars ($10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars ($10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars ($10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than $500,000, replace Paragraph 14.1.1. with the following:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate; and

13. Add the following to Paragraph 14.:

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

14. Add the following to Paragraph 20.:

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

20.3.2. To make cash payments to intended recipients of health services.

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

20.3.4. To satisfy any requirement for the expenditure of non Federal funds as a condition of a receipt of Federal funds; or

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

20.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of $125,000 per year.

20.6. Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

20.6.1. All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

20.6.2. The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars ($10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.3. Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.4. In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

20.6.5. Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

20.6.6. Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

20.6.7. Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

20.6.8. Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

20.6.8.1. Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

20.6.8.2. Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

20.7. The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

20.8. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

Contractor Initials: SF
Date: 5/1/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: [signature]
Date: 4/25/13

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

Seacoast Consumer Alliance Peer Support Center — From: 7/1/2013 To: 6/30/2014
(Contractor Name) (Period Covered by this Certification)

Susan Turner, President
(Name & Title of Authorized Contractor Representative)

Susan Turner — 4/25/13
(Contractor Representative Signature) (Date)

Contractor Initials: ST
Date: 4/25/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 07-01-13 through 06-30-14

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.

Susan Turner — Susan Turner, President
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Seacoast Consumer Alliance Peer Support Center — 4/25/13
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

Contractor Initials: SD

Date: 4/25/13

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

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Contractor Initials: SY

Date: 4/25/13

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

(Contractor Representative Signature)	Susan Turner, President (Authorized Contractor Representative Name & Title)
Seacoast Consumer Alliance Peer Support Center (Contractor Name)	4-25-13 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Susan Turner, President

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Seacoast Consumer Alliance Peer Support Center 4-25-13

(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Susan Turner, President

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Seacoast Consumer Alliance Peer Support Center 4-25-13

(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

Contractor Initials: [signature]

Date: 4-25-13

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

Contractor Initials: [signature]

Date: 4-25-13

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: [signature]
Date: 4-25-13

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: _____

Date: 4-25-13

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

NH DHHS, Div of Community Based Care Services Bureau of Behavioral Health	Seacoast Consumer Alliance Peer Support Center
The State Agency Name	Name of the Contractor
Nancy L. Rollins	
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Susan Turner
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President
Title of Authorized Representative	Title of Authorized Representative
5/8/13	4-25-13
Date	Date

Contractor Initials: SD
Date: 4-25-13

NH Department of Health and Human Services

STANDARD EXHIBIT J

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:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. 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.

Susan Turner, President

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Seacoast Consumer Alliance Peer Support Center 4-25-13

(Contractor Name) (Date)

Contractor initials: _____
Date: 4-25-13
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

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: 962070934

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: _____

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • PEMBROKE
STRATHAM

To the Board of Directors of
Seacoast Consumer Alliance Peer Support Center, Inc.
Portsmouth, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of financial position of Seacoast Consumer Alliance Peer Support Center, Inc. (a New Hampshire nonprofit organization) as of June 30, 2012 and 2011, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Consumer Alliance Peer Support Center, Inc. as of June 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The Bureau of Behavioral Health Refundable Advance Schedule is presented for the purpose of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone, McDonnell & Roberts
Professional Association

September 19, 2012
Dover, New Hampshire

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2012 AND 2011

ASSETS

	2012	2011
CURRENT ASSETS		
Cash	$ 74,888	$ 57,508
Prepaid expenses	6,465	5,385
Total current assets	81,353	62,893
PROPERTY AND EQUIPMENT, NET	140,175	144,468
OTHER ASSETS		
Certificate of deposit	3,194	3,163
Total assets	$ 224,722	$ 210,524

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	$ 1,661	$ 7,504
Accounts payable	1,286	4,173
Accrued expenses	6,595	7,819
Accrued payroll and related taxes	6,362	4,698
Refundable advances	49,397	32,502
Total current liabilities	65,301	56,696
LONG TERM DEBT, NET OF CURRENT PORTION	52,672	47,494
Total liabilities	117,973	104,190
NET ASSETS		
Unrestricted	106,749	106,334
Total liabilities and net assets	$ 224,722	$ 210,524

See Notes to Financial Statements

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
PUBLIC SUPPORT		
Grants and contracts	$ 209,609	$ 211,981
Donations	1,938	2,050
Total public support	211,547	214,031
REVENUES		
Interest	119	116
Gain on disposal of equipment	-	9,960
Other	-	4,713
Total public support and revenues	211,666	228,820
EXPENSES		
Program services	186,507	187,363
General and administrative	24,744	25,083
Total expenses	211,251	212,446
CHANGE IN NET ASSETS	415	16,374
NET ASSETS, BEGINNING OF YEAR	106,334	89,960
NET ASSETS, END OF YEAR	$ 106,749	$ 106,334

See Notes to Financial Statements

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ 415	$ 16,374
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	8,391	7,413
Gain on disposal of equipment	-	(9,960)
(Increase) decrease in assets:		
Prepaid expenses	(1,080)	(1,133)
(Decrease) increase in liabilities:		
Accounts payable	(2,887)	(734)
Accrued expenses	(1,224)	225
Accrued payroll and related taxes	1,664	(1,661)
Refundable advances	16,895	(63)
NET CASH PROVIDED BY OPERATING ACTIVITIES	22,174	10,461
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property	-	12,885
Purchase of property and equipment	(4,098)	(14,226)
Increase in certificate of deposit	(31)	(21)
NET CASH USED IN INVESTING ACTIVITIES	(4,129)	(1,362)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from borrowings	60,000	-
Principal payments of long term debt	(60,665)	(7,004)
NET CASH USED IN FINANCING ACTIVITIES	(665)	(7,004)
NET INCREASE IN CASH	17,380	2,095
CASH, BEGINNING OF YEAR	57,508	55,413
CASH, END OF YEAR	$ 74,888	$ 57,508

See Notes to Financial Statements

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest during the year	$ 5,473	$ 4,256

See Notes to Financial Statements

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

	Program Services	General and Administrative	Total
Salaries	$ 108,165	$ 3,345	$ 111,510
Travel	13,347	1,483	14,830
Professional fees	-	13,388	13,388
Benefits	9,410	708	10,118
Office supplies and postage	9,522	501	10,023
Payroll taxes	9,491	825	10,316
Utilities	5,585	834	6,419
Depreciation	7,384	1,007	8,391
Staff development	4,700	522	5,222
Insurance	3,900	975	4,875
Interest	4,762	711	5,473
Telephone	2,430	-	2,430
Other	3,789	422	4,211
Repairs and maintenance	3,582	-	3,582
Dues and publications	440	23	463
TOTAL	$ 186,507	$ 24,744	$ 211,251

See Notes to Financial Statements

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2011

	Program Services	General and Administrative	Total
Salaries	$ 113,904	$ 3,523	$ 117,427
Travel	13,598	1,511	15,109
Professional fees	-	13,781	13,781
Benefits	10,200	768	10,968
Office supplies and postage	9,634	507	10,141
Payroll taxes	8,914	775	9,689
Utilities	6,641	992	7,633
Depreciation	6,523	890	7,413
Staff development	4,696	522	5,218
Insurance	4,047	1,012	5,059
Interest	3,703	553	4,256
Telephone	2,527	-	2,527
Other	2,200	245	2,445
Repairs and maintenance	700	-	700
Dues and publications	76	4	80
TOTAL	$ 187,363	$ 25,083	$ 212,446

See Notes to Financial Statements

KEY ADMINISTRATIVE PERSONNEL - FY2014

SEACOAST CONSUMER ALLIANCE PEER SUPPORT AGENCY, INC.

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Charlotte Duquette	1.00	$ 40,310.00	$ 40,310.00	100%
		0.00	$ -		

Seacoast Mental Health Consumer Alliance, Inc.

MISSION STATEMENT
(2013)

The mission of the Seacoast Consumer Alliance Peer Support Center is to promote the health, wellness, and recovery of our members who have or are at risk of having mental health issues by providing a safe environment for peer support and to improve life skills.

Charlotte Duquette

Objective: To continue in the position that utilizes my extensive experience leadership capabilities and Human Service education.

1997 – Present:
Executive Director of the Seacoast Consumer Alliance Peer Support Center, Inc. Portsmouth NH
Being responsible for all aspects of this Peer Support Program which is an independent agency, offering peer support for people within Rockingham County that is with or at risk of Mental Illness. The Seacoast Consumer Alliance Peer Support Center, Inc. is funded primarily by the Bureau of Behavioral Health State of New Hampshire.

My responsibilities include contracting, budgeting, hiring and supervising all staff, program development including grant writing, program design, working with a Board of Directors, working closely with our Bookkeeper and Auditors,. I also coordinate with providers in the county and in public relations. There are monthly meetings with all NH Peer Support Agency Executive Directors, to share their knowledge about mental illness and statewide changes that affect our programs as well as enhance them.

Member of the Board of Directors of Seacoast Mental Health Center, Portsmouth
As a Board Member I had charge, control and management of the property, affairs and funds of the corporation. The Board of Directors elects and fills vacancies among the officers, appoint and evaluate the performance of the Executive Director and Medic al Director. The Board also has the responsibility for approval of the agency goals and objectives.

Facilitator, Regional Quality Team, Portsmouth NH
We are a team of family members, providers and consumers whom advise and plan for services with the Community Mental Health Center. Responsibility include examining and assessing existing services, making recommendations for improving the quality of services, and increasing accessibility for underserved population.

Education:

06-05-96 McIntosh College, Dover, NH	Associate Degree of Arts in Criminal Justice
05-00-97 New England College, Dover NH	Bachelor Degree of Science in Human Services

On an annual basis for the past several years I have received Trainings and Certificates in Conflict Resolution, Warm-Line, Facilitation Training, Intentional Peer Support Co Supervision, (WRAP) Wellness Recovery Action Plan. National Safety Council's Defensive Driving Course, and Board Trainings.

Certificates & Training:

04/15/00	Mental Health Leadership Series
10/17/01	Anger Management Seminar (Dealing with Difficult Behaviors Cross Country University Franklin A. Schaffer Ed D, RN
04/16/02	Division of Alcohol and Drug Abuse Prevention and Recovery
07/17/02	Organization for Social Change Redwood City, California July 17-22 (Connection for Success)
08/00/03	Organization Planning & Outcomes Prevention's Alice Bruning; Prevention Administration, Rob O'Hannon; Program Coordinator
09/00/03	Financial Seminar Jim Wilson C.P.A.
09/00/04	Cumming's, Lamont, & McNamie P.A.
10/00/04	WRAP Training (Wellness Recovery Action Plan)
06/00/05	Wellness Peer Support Training
10/11/05	Conference: Introduction to Evaluation Methods & Use of Evaluation & Outcome Dr. Jean Campbell, Research Associate Professor, Missouri Institute of Mental Health & Judy Chamberlain, Boston University Center for Psychiatric Rehabilitation.
10/00,05	Evaluation of Peer Support, facilitated by Jean Campbell
2/23/05	Employment Laws & How to Motivate Employees, Benefits on SSEI, SSI, & Medicare, with Disability Rights Ctr.
03/07/05	Conflict Resolution, facilitated by Lorae Boisvert
04/04/05	Wellness Recovery Training, facilitated by Lorae Boisvert
10/00/05	Peer Support Training Facilitated by Shery Mead:
11/01/05	Warm Line Training facilitated by Loare Boisvert
11/22/05	Olmstead Act, facilitated by Paula Ninvaggai
03/22/06	Board of Directors Training Facilitated by Marty Jacobs:
04/04/06	Sexual Harassment Training Facilitated by Marty Jacobs;
05/05/06	Members Rights Training Facilitated by Ry Perry
06/08/06	American Sign Language Facilitated by Dover Adult Education
06/12/06	Board of Directors Development Training Facilitated by Marty Jacobs
06/21/06	Group Facilitation Training Facilitated by Lorae Boisvert
08/01/06	Warm-Line Training Facilitated by Lorae Boisvert
09/13/06	Peer Support Training Facilitated by Lorae Boisvert
09/26/06	Stress Management Facilitated by Lorae Boisvert
10/11/06	Conflict Resolution Training Facilitated by Lorae Boisvert
	CPR Training (Red Cross)
	Intentional Peer Support & Co Supervision by Shery Mead, Lenora Kimbal
2007 to Present	All required trainings of Bureau of Behavioral Health

Seacoast Consumer Alliance Peer Support Center, Inc.

BOARD OF DIRECTORS

January 2013

PRESIDENT
Susan Turner

VICE PRESIDENT
Darin Stewart

TREASURER
Lindsay Josephs

SECRETARY
Rich Wilson

Marilyn Bitomske

Phyllis Giglio

Ruth Puza

Veronica Forbes

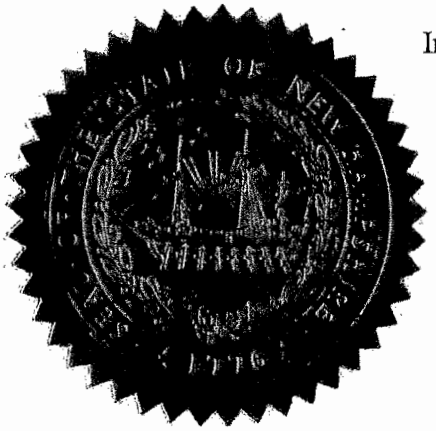
Bob Montgomery

EXECUTIVE DIRECTOR
Charlotte Duquette

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 Seacoast Consumer Alliance Peer Support Center, Inc. is a New Hampshire nonprofit corporation formed June 8, 1992. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of April A.D. 2013

William M. Gardner
Secretary of State

Region: Region VIII

Program: Seacoast Consumer Alliance Peer Support Center, Inc

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Other Non-BBH 111f
400	**PROG. SERV. FEES**					
401	Net client fees	0	0	0	0	0
402	HMO's	0	0	0	0	0
403	BC/BS	0	0	0	0	0
404	Medicaid	0	0	0	0	0
405	Medicare	0	0	0	0	0
406	Other insurance	0	0	0	0	0
411	Other program fees	0	0	0	0	0
	Subtotal	0	0	0	0	0
420	**PROG. SALES**					
421	Production	0	0	0	0	0
422	Service	0	0	0	0	0
430	**PUBLIC SUPPORT**					
431	United Way	0	0	0	0	0
432	Local/County Government	0	0	0	0	0
433	Donations/Contributions	0	0	0	0	0
435	Other public support	0	0	0	0	0
436	DVR	0	0	0	0	0
437	Div. Alc/Drug Abuse Prev.& Recovery	0	0	0	0	0
438	DCYF	0	0	0	0	0
439	State Emergency Shelter Grant	0	0	0	0	0
440	**FEDERAL FUNDING**					
441	Block Grants	136,740	0	122,763	13,977	0
442	Community Support Prog	0	0	0	0	0
443	CSP Anticipated (amendment)	0	0	0	0	0
444	HUD	0	0	0	0	0
445	Other federal grants	0	0	0	0	0
446	PATH	0	0	0	0	0
447	CARE NH	0	0	0	0	0
448	MHSIP	0	0	0	0	0
450	RENTAL INCOME	0	0	0	0	0
460	INTEREST INCOME	0	0	0	0	0
470	IN-KIND DONATIONS	0	0	0	0	0
480	**BBH**					
481	Community Mental Health	101,088	0	92,879	8,209	0
482	Community Developmental Services	0	0	0	0	0
490	OTHER REVENUES	0	0	0	0	0
491	Other DBH (carry over)	0	0	0	0	0
	Subtotal	237,828	0	215,642	22,185	0
500	GM Allocation	0	0	0	0	0
TOTAL PROGRAM REVENUES		237,828	0	215,642	22,185	0

Region: Region VIII

Program: Seacoast Consumer Alliance Peer Support Center, Inc

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Other Non-BBH 111f
600	**PERSONNEL COSTS**					
601	Salary & Wages	134,436	0	119,070	15,366	0
602	Employee Benefits	23,272	0	19,729	3,543	0
603	Payroll taxes	10,284	0	9,109	1,175	0
	Subtotal	167,992	0	147,908	20,085	0
610	Client Wages	0	0	0	0	0
620	**PROFESSIONAL FEES**					
621	Substitute Staff	0	0	0	0	0
622	Client Evaluations/Services	0	0	0	0	0
624	Accounting	6,000	0	6,000	0	0
625	Audit Fees	7,000	0	7,000	0	0
626	Legal Fees	0	0	0	0	0
627	Other Professional Fees/Consult	2,400	0	2,400	0	0
630	**STAFF DEV & TRNG.**					
631	Journals & Publications	0	0	0	0	0
632	In-Service Training	0	0	0	0	0
633	Conferences & Conventions	0	0	0	0	0
634	Other Staff Development	0	0	0	0	0
640	**OCCUPANCY COSTS**					
641	Rent	0	0	0	0	0
642	Mortgage Payments	11,260	0	11,260	0	0
643	Heating Costs	2,400	0	2,400	0	0
644	Other Utilities	3,600	0	3,600	0	0
645	Maintenance & Repairs	1,000	0	1,000	0	0
646	Taxes	0	0	0	0	0
647	Other Occupancy Costs	0	0	0	0	0
650	**CONSUMABLE SUPPLIES**					
651	Office	1,500	0	1,500	0	0
652	Building/Household	1,500	0	1,500	0	0
653	Educational/Training	0	0	0	0	0
654	Production & Sales	0	0	0	0	0
655	Food	2,400	0	2,400	0	0
656	Medical	50	0	50	0	0
657	Other Consumable Supplies	1,483	0	1,483	0	0
660	CAPITAL EXPENDITURES	0	0	0	0	0
665	DEPRECIATION	2,901	0	2,901	0	0
670	EQUIPMENT RENTAL	4,500	0	4,500	0	0
680	EQUIPMENT MAINTENANCE	0	0	0	0	0
	Subtotal page	215,986	0	195,902	20,085	0

Region: Region VIII

Program: Seacoast Consumer Alliance Peer Support Center, Inc

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Other Non-BBH 111f
Total Carried Forward		215,986	0	195,902	20,085	0
700	ADVERTISING	0	0	0	0	0
710	PRINTING	250	0	250	0	0
720	TELEPHONE/COMMUNICATIONS	2,400	0	1,800	600	0
730	POSTAGE/SHIPPING	500	0	500	0	0
740	**TRANSPORTATION**					
741	Board Members	240	0	240	0	0
742	Staff	2,400	0	2,400	0	0
743	Clients	10,000	0	10,000	0	0
744	Delivery Products	0	0	0	0	0
750	**ASSIST.TO INDIVIDUALS**					
751	Client Services	0	0	0	0	0
752	Clothing	0	0	0	0	0
760	**INSURANCE**					
761	Malpractice & Bonding	1,200	0	1,200	0	0
762	Vehicles	2,000	0	2,000	0	0
763	Comprehensive Property & Liability	1,000	0	1,000	0	0
770	MEMBERSHIP DUES	350	0	350	0	0
800	OTHER EXPENDITURES	1,501	0	0	1,501	0
801	INTEREST EXPENSE	0	0	0	0	0
802	IN-KIND EXPENSE	0	0	0	0	0
	TOTAL EXPENSES	237,827	0	215,642	22,186	0
900	ADMINISTRATIVE ALLOCATION	0	0	0	0	0
	TOTAL PROGRAM EXPENSES	237,827	0	215,642	22,186	0
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	0	0	0	(0)	0
	Verification of Balancing s/b 0	0				

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 06/05/13

PRODUCER PHONE: 603-964-9555

The Demers Agency
PO Box 553
Rye, NH 03870

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Seacoast Consumer Alliance Peer Support Center Inc.
544 Islington St.
Portsmouth, NH 03801

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Insurance Co.	
INSURER B: Riverport Insurance Company	
INSURER C: Mount Vernon Fire Insurance Company	
INSURER D:	
INSURER E:	

COVERAGES

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 HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCURRENCE [ ] _____ [ ] _____ GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC	ACP GLO 5433657605	12/18/12	12/18/13	EACH OCCURRENCE	$2,000,000.
					DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.
					MED EXP (Any one person)	$5,000.
					PERSONAL & ADV INJURY	$2,000,000.
					GENERAL AGGREGATE	$2,000,000.
					PRODUCTS-COMP/OP AGG	$2,000,000.
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ] _____ [ ]	ACP BAF 5443657605	12/18/12	12/18/13	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000.
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY [ ] ANY AUTO [ ]				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	NON PROFIT DIRECTORS AND OFFICERS LIABILITY [ ] OCCUR [X] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION: NA	NDO2006703I	11/17/12	11/17/13	EACH OCCURRENCE	$1,000,000.
					AGGREGATE	$1,000,000.
						$
						$
						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 28-83-003517-00	06/12/13	06/12/14	x WC STATUTORY LIMITS / OTH ER	
					E.L. EACH ACCIDENT	$100,000.
					E.L. DISEASE-EA EMPLOYEE	$100,000.
					E.L. DISEASE-POLICY LIMIT	$500,000.
A	PROPERTY COVERAGE Loc 1: 554 Islington St. Portsmouth, NH	ACP CPP 5433657605	12/18/12	12/18/13	**Building Limit: $312,600.** **Contents: $33,800.** **Deductible: $500.**	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

***Dishonesty Bond is attached**

CERTIFICATE HOLDER

Sandy Lawrence
Main Bldg., Rm. 210S
Contract Management
Bureau of Behavioral Health
105 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Chris R Demers

ACORD 25 (2001/08)

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Bond File

The Bond Exchange

A Division of SUR Insurance Agency, Inc.
8601 McAlpine Park Drive, Suite 100-C • Charlotte, North Carolina 28211 • 704-366-6847 • 1-800-438-1162 • FAX 704-364-3214

October 1, 2012

THE DEMERS AGENCY
CHRIS DEMERS
PO BOX 553
RYE, NH 03870

Principal: SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER INC

Thank you for using The Bond Exchange. This letter is to inform you that we have received renewal payment for the following:

Bond number:	68781029
Description:	DISHONESTY
Obligee:	PEER SUPPORT FOR MENTAL HEALTH CON
Bond Amount:	$25000.00

The above referenced bond has been renewed through 10/06/2013.

No additional paperwork is issued upon renewal. The obligee does not require a continuation certificate or new bond. This is the only notice you will receive.

Sincerely,

The Bond Exchange

Seacoast Mental Health Consumer Alliance, Inc.

The Certificate of Insurance for Workers' Compensation for the Seacoast Mental Health Consumer Alliance, Inc. is currently valid through June 12, 2013, and is in compliance with the requirements of N.H. RSA chapter 281-A ("Workers' Compensation"). At that time, a valid Certificate of Insurance for Workers' Compensation shall be issued by the Seacoast Mental Health Consumer Alliance, Inc.'s insurance agent to the Bureau of Behavioral Health to remain in compliance with the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

Region VIII
Seacoast Mental Health Consumer Alliance, Inc.

Communities served:

Brentwood
Deerfield
East Kingston
Epping
Exeter
Fremont
Greenland
Hampton
Hampton Falls
Kensington
Kingston
New Castle
Newfields
Newington
Newmarket
North Hampton
Northwood
Nottingham
Portsmouth
Raymond
Rye
Seabrook
South Hampton
Stratham

Peer Support Services

Establishment Dates

Agency	Date Established
Monadnock Area Peer Support Agency 64 Beaver Street PO Box 258 Keene NH 03431	10-23-95
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6 5 Pine Street Extension, Unit B PO Box 1564 Nashua NH 03060	02-19-09
Lakes Region Consumer Advisory Board 328 Union Avenue PO Box 304 Laconia NH 03246	10-19-93
On the Road to Recovery, Inc. 13 Orange Street PO Box 1721 Manchester NH 03105	11-16-88
Seacoast Consumer Alliance Peer Support Center, Inc. 544 Islington Street Portsmouth NH 03801	06-08-92
The Alternative Life Center 486 White Mountain Highway PO Box 241 Conway NH 03818	01-15-99
The Stepping Stone Drop-In Center Association 108 Pleasant Street Claremont NH 03743	09-08-95
Tri-City Consumers' Action Co-operative, Inc. 36 Wakefield Street Rochester NH 03867-1929	12-30-94

FORM NUMBER P-37 (version 1/09)

Subject: Peer Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Bureau of Behavioral Health		**1.2 State Agency Address** 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name The Alternative Life Center		**1.4 Contractor Address** 486 White Mountain Highway PO Box 241 Conway, NH 03818	
1.5 Contractor Phone Number 603-447-1765	**1.6 Account Number** 05-95-92-920010-7011-102 05-95-92-920010-7143-102	**1.7 Completion Date** 06-30-2014	**1.8 Price Limitation** $410,218.
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-5000	
1.11 Contractor Signature Leo R Sullivan		**1.12 Name and Title of Contractor Signatory** Leo Sullivan, Board President	

1.13 Acknowledgement: State of New Hampshire, County of Carroll

On APRIL 16, 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

RONNIE L. HAYES
Notary Public - New Hampshire
My Commission Expires February 6, 2018

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Terrance P. Herrick Attorney	On: 21 Mar 2013
1.18 Approval by the Governor and Executive Council By:	On:

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

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

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

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

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

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

Contractor Initials: LB
Date: 4-16-13

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: LRS
Date: 4-16-13

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: LRS
Date: 4-16-13

CERTIFICATE OF VOTE

I, **Elaine South**, do hereby certify that:

1. I am the duly elected Clerk of **The Alternative Life Center**

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **April 16, 2013**.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Peer Support Services.

RESOLVED: That the **President** hereby is authorized on behalf of this Corporation 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **April 16, 2013**.

4. **Leo Sullivan** is duly elected **President** of the Corporation.

(Seal)
(Corporation)

Elaine V South
(Signature of Board Secretary)

State of **New Hampshire**

County of **Carroll**

The foregoing instrument was acknowledged before me this **16th** day of **April, 2013**

By **Elaine South.**

Bonnie Hayes

Name: **Bonnie Hayes**
Title: Notary Public/Justice of the Peace

BONNIE L. HAYES
Notary Public - New Hampshire
My Commission Expires February 6, 2018

(Seal)
(Notary Public)

Commission Expires: _____

EXHIBIT A
SCOPE OF WORK
FY2014

1. Provision of Services: The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. Performance of Service: Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. State Right to Modify: The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. Other Sources of Funding: The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. Employment Procedures: The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. Criminal Record Check: The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. Program Staff Positions: The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. Staff Training, Development & Orientation: The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

- **8.3.1.** Peer Support;
- **8.3.2.** Warmline;
- **8.3.3.** Facilitating Peer Support Groups;
- **8.3.4.** Sexual Harassment; and
- **8.3.5.** Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

- **8.4.2.1.** Staff Development;
- **8.4.2.2.** Supervision;

8.4.2.3. Performance Appraisals;
8.4.2.4. Employment Practices
8.4.2.5. Harassment;
8.4.2.6. Program Development;
8.4.2.7. Complaints and the Complaint Process; and
8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. Outcome Measures & Performance Indicators: The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. Quality Improvement/Assurance: The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. Fiduciary & Programmatic Compliance: At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. Funds Provided Pursuant to this Agreement: For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. Definitions: For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;
13.1.2. Outreach;
13.1.3. Individual Peer Assistance;
13.1.4. Telephone Support during business hours;
13.1.5. A monthly newsletter;
13.1.6. Wellness Training;
13.1.7. Community Education; and
13.1.8. Monthly Educational Events to members.

13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the

public mental health services delivery system.

13.6. Peer support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

14.1. The Contractor shall maintain records of membership for purposes of validation of annual board elections and to support efficient and regular communications with membership regarding Contractor activities. Such records shall be considered confidential and shall not be disclosed to the public but shall be made available to BBH upon request to monitor compliance with this Agreement. The Contractor shall notify BBH in writing in the event that an officer of the Board of Directors is unavailable to fulfill their duties for more than two (2) months.

14.2. The Contractor shall convene at least monthly membership meetings to support the empowerment and inclusion of the membership in Contractor policy and program development. The Contractor shall encourage PSA members to attend Contractor Board of Director meetings, but that action will not meet the requirement of this Paragraph. The Contractor shall post the times and locations of Board of Director meetings for any interested members.

14.3. The Contractor's Board of Directors shall maintain written records of Board meetings to include topics discussed, action and vote. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall submit to BBH a copy of the Board minutes when submitting all other required quarterly reports.

14.4. The Contractor's Board of Directors shall have a documented orientation process and manual for Directors.

14.5. The Contractor's Board of Directors shall have annual training related to roles and responsibility of Directors including fiduciary responsibilities. The officers of the Board of Directors shall have written descriptions of their duties. The Contractor shall have on file the most recent revision date with officers designated, date joined, term number, length of term, membership expiration date, all addresses, e-mail addresses, and telephone numbers listed.

14.6. The Contractor's Board of Directors shall assure that the Contractor has an Accounting Manual specific to the agency. The Accounting Manual shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;
14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
14.6.3. Internal Control Procedures; and
14.6.4. Expense Reimbursement and Advance Policy.

14.7. It is required by both State Administrative Rules and PSA Bylaws that the Contractor's Board of Directors has a minimum of nine (9) current and active Board of Directors members. If the Board of Directors membership falls below the required BBH minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately. If the Contractor's Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

16. Executive Director - Monthly Meeting Attendance: The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. Regional Community Support Meetings: At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings. The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

18. Newsletters/Calendars: Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

19. Changes to Budget Personnel Form B: The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it be for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

20. DMV Check / Defensive Driving: The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form, that those records indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

21. Increase the Unduplicated Numbers Served: In FY 2014 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2013. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2014 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be closely monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2014 may jeopardize future funding increases.

22. Purging Of Member Lists: Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook and shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

23. Peer Support Services: The Contractor shall provide peer support services to geographic region 1 (North Country).

24. Warm Line Services: The Contractor shall provide peer support warm line services to geographic region 1 (North Country).

25. Memorandum of Understanding: Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2014.

26. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

Contractor Initials: [signature]
Date: 4/30/13

FY2014
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and **The Alternative Life Center**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2014. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91–A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

I. PERFORMANCE DOMAINS

A. FISCAL DOMAIN

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. Current Ratio

Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
Formula: Total current assets divided by total current liabilities.
Performance Standard: The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. Accounts Payable

Definition: The Contractors timeliness in paying invoices.
Performance Standard: The Contractor shall not have outstanding invoices greater than sixty (60) days.

3. Budget Management

Definition: Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year –to-date basis the percentage of the Contractors budget executed year-to-date.
Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. COMPLIANCE DOMAIN

1. Consumer Control

Rationale: Peer Support Agencies are consumer run and controlled.
Definition: Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.
Source of Data: BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. Board Of Directors Development

Rational: Members of the Board of Directors understand their roles and responsibilities.
Definition: There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

II. REMEDIATION PROCESS

A. REMEDIATION PROCESS FOR FISCAL DOMAIN

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.

2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.

3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.

4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

Agency: **The Alternative Life Center**	**DHHS/Division of Community Based Care Services** **The Bureau of Behavioral Health**
Name/Title: ELAINE SOUTH, SECRETARY	**Name/Title:** **Nancy L. Rollins, Associate Commissioner**
Signature: Elaine V. South	**Signature:** Nancy L. Rollins
Date: 4/30/13	**Date:** 5/8/13

Contractor Initials: ES
Date: 4/30/13

PEER SUPPORT AGENCY SCOPE OF SERVICES FY14

Agency: The Alternative Life Center
Fiscal Period: 7/1/13 - 6/30/14

Date Prepared: 3/30/13
Prepared By: Patricia Tal

	Peer Support Program 111a	Peer Support Program 211a	Peer Support Program 311a	Warm Line 211b	Outreach 111b	Vocational Support 111d	Respite 111e	Other 111f
PROGRAM NAME	Conway Peer Support	The Haven	Littleton Peer Support	North Country	Wolfeboro			Serenity Steps
Check program components:								
Monthly education	X	X	X					X
Monthly newsletter	X	X	X					X
Wellness training	X	X	X					X
Peer support	X	X	X					X
Telephone support	X	X	X					X
Individual Peer Assistance	X	X	X					X
Outreach	X	X	X					X
Transportation	X	X	X					X
Educational/vocational	X	X	X					X
Other, specify:								
LOCATIONS—at the PSA	X	X	X	X				X
Community					X			
NHH								
Other, sp:								
POPULATIONS -Adults	X	X	X	X	X			X
Older Adults	X	X	X	X	X			X
People with Mental Illness Who are Homeless	X	X	X	X	X			X
DATES OF START (only if not July 1)								
SERVICE COMPLETION (only if not June 30)								

(comments here)

PEER SUPPORT SERVICES

144ALC-BERL
Fiscal Year / Site

The Alternative Live Center - Berlin
Organization

Patricia Tal
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	106	4	2	4	116
A2) Members 60 and over	25	1	0	1	27
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	131	5	2	5	143
B1) New Members 59 and under (unduplicated within category at end of reporting period)	2	4	2	4	12
B2) New Members 60 and over (unduplicated within category at end of reporting period)	0	1	1	0	2
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	46	2	0	3	51
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	20	0	1	1	22
A3) Total Unduplicated Members/Participants Served in All Programs	66	2	1	4	73
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	17	0	2	1	20
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	66	2	1	4	73
B) Total Visit Days (members and participants only)	528	594	512	520	2154
C) Average Daily Visits (# of visit days/number of days open in reporting period)	8	9	8	8	
D) Number of Daytime Hours Each Week	27	27	27	27	
E) Number of Evening Hours Each Week	4	4	4	4	
F) Number of Hours Open/Week (F=D+E)	31	31	31	31	
G) Number of Days the Program was Open in the Quarter	66	66	64	65	261
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	5	5	5	5	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	3	3	3	3	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	15	29	33	34	111
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	359	154	333	352	1198
B) Peer Support Telephone Calls Received	56	67	73	75	271
VII. WARMLINE					
A) Warmline Telephone Calls Made	0	0	0	0	0
B) Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

144ALC-BERL
Fiscal Year / Site

The Alternative Live Center - Berlin
Organization

Patricia Tal
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	1	3	0	3	7
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	0	0	0	1	1
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0

XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month	
A) Monthly Educational Events Y/N	Y	Y	Y	
B) Monthly Newsletters Y/N	Y	Y	Y	

XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	3	0	3	3	9
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	0	9	0	0	9

PEER SUPPORT SERVICES

144ALC-COLE
Fiscal Year / Site

The Alternative Live Center - Colebrook
Organization

Patricia Tal
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	73	3	0	5	81
A2) Members 60 and over	13	0	1	0	14
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	86	3	1	5	95
B1) New Members 59 and under (unduplicated within category at end of reporting period)	2	3	0	5	10
B2) New Members 60 and over (unduplicated within category at end of reporting period)	0	0	1	0	1
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	28	1	0	1	30
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	4	0	1	1	6
A3) Total Unduplicated Members/Participants Served in All Programs	32	1	1	2	36
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	39	8	7	7	61
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	32	1	1	2	36
B) Total Visit Days (members and participants only)	660	660	640	650	2610
C) Average Daily Visits (# of visit days/number of days open in reporting period)	10	10	10	10	
D) Number of Daytime Hours Each Week	35	35	35	35	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	35	35	35	35	
G) Number of Days the Program was Open in the Quarter	66	66	64	65	261
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	5	6	5	6	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	5	5	5	5	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	21	23	21	24	89
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	233	262	263	248	1006
B) Peer Support Telephone Calls Received	111	150	140	145	546
VII. WARMLINE					
A) Warmline Telephone Calls Made	0	0	0	0	0
B) Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

144ALC-COLE
Fiscal Year / Site

The Alternative Live Center - Colebrook
Organization

Patricia Tal
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	1	2	1	3	7
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	3	3	0	1	7
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0

XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month	
A) Monthly Educational Events Y/N	Y	Y	Y	
B) Monthly Newsletters Y/N	Y	Y	Y	

XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	3	0	3	3	9
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	0	9	0	0	9

PEER SUPPORT SERVICES

144ALC-CONW
Fiscal Year / Site

The Alternative Live Center - Conway
Organization

Patricia Tal
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	76	3	1	3	83
A2) Members 60 and over	27	1	0	2	30
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	103	4	1	5	113
B1) New Members 59 and under (unduplicated within category at end of reporting period)	2	3	1	3	9
B2) New Members 60 and over (unduplicated within category at end of reporting period)	0	1	0	2	3
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	43	3	1	3	50
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	17	1	0	2	20
A3) Total Unduplicated Members/Participants Served in All Programs	60	4	1	5	70
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	20	2	2	4	28
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	60	4	1	5	70
B) Total Visit Days (members and participants only)	660	726	704	780	2870
C) Average Daily Visits (# of visit days/number of days open in reporting period)	10	11	11	12	
D) Number of Daytime Hours Each Week	35	35	35	35	
E) Number of Evening Hours Each Week	3	3	3	3	
F) Number of Hours Open/Week (F=D+E)	38	38	38	38	
G) Number of Days the Program was Open in the Quarter	66	66	64	65	261
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	7	11	9	11	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	4	5	4	6	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	251	214	210	240	915
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	130	175	185	165	655
B) Peer Support Telephone Calls Received	145	147	152	162	606
VII. WARMLINE					
A) Warmline Telephone Calls Made	701	721	715	725	2862
B) Warmline Telephone Calls Received	616	554	561	571	2302

PEER SUPPORT SERVICES

144ALC-CONW
Fiscal Year / Site

The Alternative Live Center - Conway
Organization

Patricia Tal
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	20	14	16	16	66
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	3	10	5	3	21
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0

XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month	
A) Monthly Educational Events Y/N	Y	Y	Y	
B) Monthly Newsletters Y/N	Y	Y	Y	

XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	5	1	6	0	12
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	0	15	0	0	15

PEER SUPPORT SERVICES

144ALC-LITT
Fiscal Year / Site

The Alternative Live Center - Littleton
Organization

Patricia Tal
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	111	3	2	4	120
A2) Members 60 and over	12	1	0	2	15
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	123	4	2	6	135
B1) New Members 59 and under (unduplicated within category at end of reporting period)	2	3	2	4	11
B2) New Members 60 and over (unduplicated within category at end of reporting period)	1	1	0	2	4
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	30	4	2	2	38
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	6	0	1	1	8
A3) Total Unduplicated Members/Participants Served in All Programs	36	4	3	3	46
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	40	17	8	8	73
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	36	4	3	3	46
B) Total Visit Days (members and participants only)	660	660	704	780	2804
C) Average Daily Visits (# of visit days/number of days open in reporting period)	10	10	11	12	[redacted]
D) Number of Daytime Hours Each Week	35	35	35	35	[redacted]
E) Number of Evening Hours Each Week	0	0	0	0	[redacted]
F) Number of Hours Open/Week (F=D+E)	35	35	35	35	[redacted]
G) Number of Days the Program was Open in the Quarter	66	66	64	656	
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	6	6	6	6	[redacted]
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	4	4	4	4	[redacted]
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	83	84	85	83	335
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	129	138	165	144	576
B) Peer Support Telephone Calls Received	43	67	93	68	271
VII. WARMLINE					
A) Warmline Telephone Calls Made	0	0	0	0	0
B) Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

144ALC-LITT
Fiscal Year / Site

The Alternative Live Center - Littleton
Organization

Patricia Tal
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	4	2	1	0	7
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	3	1	0	1	5
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0
XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month		
A) Monthly Educational Events Y/N	Y	Y	Y		
B) Monthly Newsletters Y/N	Y	Y	Y		
XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	3	0	3	3	9
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	0	6	0	0	6

FY2014
EXHIBIT B
METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Retirement	$2,277
Total	**$2,277**

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:

8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.

8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund:	$174,363
Federal Funds:	$235,855
CFDA #:	93.958
Federal Agency:	U.S. Department of Health and Human Services
	Program Title: Block Grants for Community Mental Health Services
Amount:	$235,855

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102
05-95-92-920010-7143-102

Contractor Initials: [signature]
Date: 4/30/13

FY2014
EXHIBIT C
SPECIAL PROVISIONS

1. Add the following to Paragraph 1.:

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

2. Add the following to Paragraph 4.:

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement 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.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

3. Add the following to Paragraph 6.:

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

4. Add the following to Paragraph 7.:

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

5. Replace Subparagraphs 8.1. through 8.1.3. with the following:

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.
8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.
8.1.7. Failure to comply with any covenants or conditions in this Agreement.
8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars ($10,000) or more.

6. Add the following to Subparagraph 8.2.:

8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

7. Add the following to Paragraph 8.:

8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

8. Add the following to Paragraph 9.:

9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.
9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
9.5.1. The Income Statement shall be based on the accrual method of accounting.
9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:
9.5.2.1. Mortgage payments shall include both principal and interest;
9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.
9.5.2.3. Capital expenditures shall be included on the Form A.
9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.
9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.
9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.
9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds $500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.
9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for

any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10. Replace Paragraph 12. with the following:

ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars ($10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars ($10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars ($10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than $500,000, replace Paragraph 14.1.1. with the following:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate; and

13. Add the following to Paragraph 14.:

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

14. Add the following to Paragraph 20.:

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

20.3.2. To make cash payments to intended recipients of health services.

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

20.3.4. To satisfy any requirement for the expenditure of non Federal funds as a condition of a receipt of Federal funds; or

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

20.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of $125,000 per year.

20.6. Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

20.6.1. All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

20.6.2. The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars ($10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.3. Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.4. In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

20.6.5. Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

20.6.6. Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

20.6.7. Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

20.6.8. Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

20.6.8.1. Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

20.6.8.2. Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

20.7. The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

20.8. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

Contractor Initials: _____
Date: 4/30/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: [illegible]
Date: 4/22/13

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

The Alternative Life Center	From: 7/1/2013 To: 6/30/2014
(Contractor Name)	(Period Covered by this Certification)

Elaine South, Secretary
(Name & Title of Authorized Contractor Representative)

Elaine South 4/22/2013
(Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 07-01-13 through 06-30-14

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.

Elaine South — Elaine South, Secretary
(Contractor Representative Signature) — (Authorized Contractor Representative Name & Title)

The Alternative Life Center — 4/22/13
(Contractor Name) — (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

Contractor Initials: [signature]

Date: 4/22/13

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

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Contractor Initials: [signature]

Date: 4/22/13

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Elaine South

(Contractor Representative Signature)

Elaine South, Secretary

(Authorized Contractor Representative Name & Title)

The Alternative Life Center

(Contractor Name)

4/22/13

(Date)

Contractor Initials: EA

Date: 4/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Elaine South | Elaine South, Secretary
(Contractor Representative Signature) | (Authorized Contractor Representative Name & Title)

The Alternative Life Center | April 22, 2013
(Contractor Name) | (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Elaine South	Elaine South, Secretary
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
The Alternative Life Center	April 22, 2013
(Contractor Name)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

Contractor Initials: [signature]
Date: 4/22/13

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

Contractor Initials: [signature]
Date: 4/22/13

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: [signature]
Date: 4/22/13

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

NH DHHS, Div of Community Based Care Services Bureau of Behavioral Health	The Alternative Life Center
The State Agency Name	Name of the Contractor
Nancy L. Rollins	Elaine South
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Elaine South
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Board Secretary
Title of Authorized Representative	Title of Authorized Representative
5/8/13	4/22/13
Date	Date

Contractor Initials: AS
Date: 4/22/13

STANDARD EXHIBIT J

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:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. 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.

Elaine South	Elaine South, Secretary
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
The Alternative Life Center	4/22/13
(Contractor Name)	(Date)

STANDARD EXHIBIT J

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: 115664687

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

X NO _____ YES

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

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

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

X 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: _____

To the Board of Directors of
The Alternative Life Center
Conway, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statement of financial position of The Alternative Life Center (a nonprofit corporation) as of June 30, 2012, and the related statements of activities, cash flows, and functional expenses for the year then ended. These financial statements are the responsibility of the Corporation's management. Our responsibility is to express an opinion on these financial statements based on our audit. Information for the year ended June 30, 2011 is presented for comparative purposes only and was extracted from the financial statements presented for that year, on which an unqualified opinion dated September 9, 2011 was expressed.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Alternative Life Center as of June 30, 2012, and the changes in its net assets, cash flows, and functional expenses for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Leone, McDonnell & Roberts,
Professional Association

September 10, 2012
North Conway, New Hampshire

THE ALTERNATIVE LIFE CENTER

STATEMENT OF FINANCIAL POSITION
JUNE 30, 2012 WITH COMPARATIVE TOTALS FOR JUNE 30, 2011

ASSETS

	Unrestricted	Temporarily Restricted	Total 2012	Total 2011
CURRENT ASSETS				
Cash and cash equivalents	$ 40,199	$ 92,269	$ 132,468	$ 123,969
Prepaid expenses	10,073		10,073	9,783
Total current assets	50,272	92,269	142,541	133,752
PROPERTY				
Vehicles	70,183		70,183	70,183
Equipment	38,929		38,929	44,367
Leasehold improvements	4,298		4,298	1,350
Total	113,410		113,410	115,900
Less: accumulated depreciation	(107,343)		(107,343)	(107,870)
Property, net	6,067		6,067	8,030
Total assets	$ 56,339	$ 92,269	$ 148,608	$ 141,782

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES				
Accounts payable	$ 5,993		$ 5,993	$ 7,190
Accrued payroll and related taxes	10,124		10,124	9,309
Refundable advances		$ 91,415	91,415	77,457
Total current liabilities	16,117	91,415	107,532	93,956
NET ASSETS				
Unrestricted	40,222		40,222	46,972
Temporarily restricted		854	854	854
Total net assets	40,222	854	41,076	47,826
Total liabilities and net assets	$ 56,339	$ 92,269	$ 148,608	$ 141,782

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2012 WITH COMPARATIVE TOTALS FOR JUNE 30, 2011

	Unrestricted	Temporarily Restricted	Total 2012	Total 2011
SUPPORT AND REVENUE				
Bureau of Behavioral Health support and revenue				
Grants	$ 379,674		$ 379,674	$ 387,243
Interest	157		157	370
Total Bureau of Behavioral Health support and revenue	379,831		379,831	387,613
Other support and revenue				
Fundraising activities	2,359		2,359	2,397
Interest	1		1	58
Other	2,429		2,429	
Other support and revenue	4,789		4,789	2,455
Total support and revenue	384,620		384,620	390,068
EXPENSES				
Program services	320,411		320,411	352,749
Management and general	70,959		70,959	69,623
Total expenses	391,370		391,370	422,372
DECREASE IN NET ASSETS	(6,750)		(6,750)	(32,304)
NET ASSETS AT BEGINNING OF YEAR	46,972	$ 854	47,826	80,130
NET ASSETS AT END OF YEAR	$ 40,222	$ 854	$ 41,076	$ 47,826

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2012 WITH COMPARATIVE TOTALS FOR JUNE 30, 2011

	Unrestricted	Temporarily Restricted	Total 2012	Total 2011
CASH FLOWS FROM OPERATING ACTIVITIES				
Decrease in net assets	$ (6,750)		$ (6,750)	$ (32,304)
Adjustments to reconcile decrease in net assets to net cash (used in) provided by operating activities:				
Depreciation	4,918		4,918	8,387
Decrease (increase) in assets:				
Prepaid expenses	(290)		(290)	1,725
(Decrease) increase in liabilities:				
Accounts payable	(1,197)		(1,197)	(33)
Accrued payroll and related taxes	815		815	(7,181)
Refundable advances		$ 13,958	13,958	21,270
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	(2,504)	13,958	11,454	(8,136)
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property	(2,955)		(2,955)	
NET CASH USED IN INVESTING ACTIVITIES	(2,955)		(2,955)	
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(5,459)	13,958	8,499	(8,136)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	45,658	78,311	123,969	132,105
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 40,199	$ 92,269	$132,468	$123,969

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012 WITH COMPARATIVE TOTALS FOR JUNE 30, 2011

	Program Services	Management and General	2012 Total	2011 Total
BUREAU OF BEHAVIORAL HEALTH				
Salaries and wages	$ 163,091	$ 42,242	$ 205,333	$ 205,540
Rent	40,975	1,003	41,978	51,333
Employee benefits	19,219	10,766	29,985	31,337
Payroll taxes	13,409	3,511	16,920	15,156
Professional fees	7,005	5,807	12,812	15,170
Vehicle - client services	12,527		12,527	11,616
Insurance	9,426	2,108	11,534	10,536
Telephone and internet	8,675	1,455	10,130	11,667
Travel - staff transportation	9,661		9,661	8,897
Education and in service training	7,408		7,408	19,507
Utilities	6,604		6,604	9,230
Office	3,247	3,247	6,494	5,719
Consumable supplies	5,264		5,264	4,128
Depreciation	4,098	820	4,918	8,387
Repairs and maintenance	3,074		3,074	7,146
Building and household supplies	3,073		3,073	2,303
Postage	1,726		1,726	1,529
Other	172		172	468
Total Bureau of Behavioral Health expenses	318,654	70,959	389,613	419,669
OTHER				
Client expenditures	1,757		1,757	2,703
Total functional expenses	$ 320,411	$ 70,959	$ 391,370	$ 422,372

See Notes to Financial Statements

Conway Peer Support Center
P.O. Box 241
486 White Mountain Highway
Conway, NH 03818

The Alternative Life Center
Region 1

Serenity Steps
567 Main Street
Berlin, NH 03570
603-752-8111

Wolfeboro Outreach Program
603-662-2140

Littleton Peer Support Center
267 Main Street
Littleton, NH 03561
603-444-5344

The Haven
27 Lombard Street
Colebrook, NH 03576
603-237-4353

Mission Statement
Of
Region I Peer Support Centers
(The Alternative Life Center)

The Mission of The Alternative Life Center is to provide a sanctuary where people, eighteen years and older, Learn to create a personal vision leading to their own recovery. This journey toward recovery occurs in a compassionate atmosphere through education, peer support, sharing of common experiences and utilizing individual as well as community resources

KEY ADMINISTRATIVE PERSONNEL - FY2014

ALTERNATIVE LIFE CENTER

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Patricia Tal	1.00	$ 48,800.00	$ 48,800.00	100%
Deputy Director	Laura Boutilier	1.00	$ 27,040.00	$ 27,040.00	100%

PATRICIA A. TAL

QUALIFICATIONS:

For more than thirty years, I have been responsible and have successfully managed a number of businesses in the United States and in Israel. My business experience and interpersonal skills have given me an exceptional foundation to succeed in any pursuit that deals with people and/or organizations.

EXPERIENCE

1999-2013 The Alternative Life Center, Conway, NH
Executive Director

Successfully manage & administrate over all Peer Support Centers and Warmline in Region I.
Administrative:

- Complete all required documentation for the state: RFP, Statistical Information.
- Responsible for the timely payment of all invoices by all sites.
- Accountable for all aspects financial management such as salaries, banking, authorization of payment of bills but not limited to these areas.
- Responsible for the management and support of all aspects of the peer support centers and warmline; including their employees and members.
- Monitor centers' spending.

Supervision of Peer Support Center and Warmline in Region I

- Oversee the successful management of Peer Support Centers in Region I.
- Effectively manage all sites so that they are contract compliant.
- Travel to all sites for monitoring.
- Provide continuous telephone support.
- Collaborate with assistant director, staff and members on programming in all sites.
- Promote wellness leading to recovery.

1998-1999 Big Dogs Sportswear, North Conway, NH 03860
Assistant Manager

- Responsible for store when manager was not available.
- Radio spokesperson.

1989-1999 Bette Crockett Card & Gift Shop, Brunswick, ME 04011
Manager

- Responsible for all aspects of managing a successful store.
- Personnel.
- Buying trips in USA & Europe.
- Set up site on Internet to sell merchandise.

EDUCATION

University of Denver. Denver, Colorado
- Liberal Arts

Chamberlayne College. Boston, Massachusetts
- Business

IPS Training (2009), Completed

NOTEWORTHY

From the years 2001-2006, successfully consolidated and integrated five Peer Support Centers under the umbrella of The Alternative Life Center.

The Alternative Life Center
Board List
(Rev. 12-2012)

PRESIDENT
Leo Sullivan

VICE-PRESIDENT
Robert Randall

SECRETARY
Elaine South

TREASURER
Beatrice Richards

Maddie Costello

Judy English

Bonnie Hayes

Edna Heath

Gardiner Perry

Kathy Paglierani

EXECUTIVE DIRECTOR
Patricia Tal

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Alternative Life Center is a New Hampshire nonprofit corporation formed January 15, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2013

William M. Gardner
Secretary of State

Region: Region I

Program: The Alternative Life Center

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program Conway 111a	Peer Support Program Wolfeboro 211a	Peer Support Program Berlin 311a	Peer Support Program Colebrook 411a	Peer Support Program Littleton 511a	Warm Line North Country 111b
400	**PROG. SERV. FEES**								
401	Net client fees	0	0	0	0	0	0	0	0
402	HMO's	0	0	0	0	0	0	0	0
403	BC/BS	0	0	0	0	0	0	0	0
404	Medicaid	0	0	0	0	0	0	0	0
405	Medicare	0	0	0	0	0	0	0	0
406	Other insurance	0	0	0	0	0	0	0	0
411	Other program fees	0	0	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0	0	0
420	**PROG. SALES**								
421	Production	0	0	0	0	0	0	0	0
422	Service	0	0	0	0	0	0	0	0
430	**PUBLIC SUPPORT**								
431	United Way	0	0	0	0	0	0	0	0
432	Local/County Government	0	0	0	0	0	0	0	0
433	Donations/Contributions	0	0	0	0	0	0	0	0
435	Other public support	0	0	0	0	0	0	0	0
436	DVR	0	0	0	0	0	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0	0
438	DCYF	0	0	0	0	0	0	0	0
439	State Emergency Shelter Grant	0	0	0	0	0	0	0	0
440	**FEDERAL FUNDING**								
441	Block Grants	235,855	0	95,673	15,326	31,523	32,092	47,300	13,941
442	Community Support Prog	0	0	0	0	0	0	0	0
443	CSP Anticipated (amendment)	0	0	0	0	0	0	0	0
444	HUD	0	0	0	0	0	0	0	0
445	Other federal grants	0	0	0	0	0	0	0	0
446	PATH	0	0	0	0	0	0	0	0
447	CARE NH	0	0	0	0	0	0	0	0
448	MHSIP	0	0	0	0	0	0	0	0
450	RENTAL INCOME	0	0	0	0	0	0	0	0
460	INTEREST INCOME	0	0	0	0	0	0	0	0
470	IN-KIND DONATIONS	0	0	0	0	0	0	0	0
480	**BBH**								
481	Community Mental Health	174,363		70,729	11,330	23,304	23,725	34,968	10,307
482	Community Developmental Services	0	0	0	0	0	0	0	0
490	OTHER REVENUES	0	0	0	0	0	0	0	0
491	Other DBH (carry over)	0	0	0	0	0	0	0	0
	Subtotal	410,218	0	166,402	26,656	54,827	55,817	82,268	24,248
500	GM Allocation	0	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES		410,218	0	166,402	26,656	54,827	55,817	82,268	24,248

Region: Region I

Program: The Alternative Life Center

FISCAL PERIOD: FY2014 Contract

	Total Agency	Total Administration	Peer Support Program Conway 111a	Peer Support Program Wolfeboro 211a	Peer Support Program Berlin 311a	Peer Support Program Colebrook 411a	Peer Support Program Littleton 511a	Warm Line North Country 111b
600 PERSONNEL COSTS								
601 Salary & Wages	229,931	0	85,735	16,614	29,978	28,782	50,362	18,460
602 Employee Benefits	30,529	0	8,810	2,617	4,797	4,681	6,687	2,937
603 Payroll taxes	17,590	0	6,559	1,271	2,293	2,202	3,853	1,412
Subtotal	278,050	0	101,104	20,502	37,069	35,665	60,902	22,809
610 Client Wages	0	0	0	0	0	0	0	0
620 PROFESSIONAL FEES								
621 Substitute Staff	0	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0	0
624 Accounting	7,500	0	7,500	0	0		0	0
625 Audit Fees	7,600	0	7,600	0	0	0	0	0
626 Legal Fees	330	0	330	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0	0	0	0
630 STAFF DEV & TRNG.								
631 Journals & Publications	0	0	0	0	0	0	0	0
632 In-Service Training	0	0	0	0	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0	0	0	0
640 OCCUPANCY COSTS								
641 Rent	45,000	0	12,000	0	9,660	10,740	12,600	0
642 Mortgage Payments	0	0	0	0	0	0	0	0
643 Heating Costs	0	0	0	0	0	0	0	0
644 Other Utilities	6,620	0	3,500	0	1,320	1,200	600	0
645 Maintenance & Repairs	2,052	0	708	0	384	480	480	0
646 Taxes	0	0	0	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0	0	0	0
650 CONSUMABLE SUPPLIES								
651 Office	4,591	0	2,791	180	540	540	540	0
652 Building/Household	2,040	0	600	0	480	480	480	0
653 Educational/Training	0	0	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0	0
655 Food	4,836	0	1,200	996	960	960	720	0
656 Medical	0	0	0	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0	0
660 CAPITAL EXPENDITURES	0	0	0	0	0	0	0	0
665 DEPRECIATION	0	0	0	0	0	0	0	0
670 EQUIPMENT RENTAL	1,620	0	1,620	0	0	0	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0	0	0	0
Subtotal page	360,239	0	138,953	21,678	50,413	50,065	76,322	22,809

Region: Region I

Program: The Alternative Life Center

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program Conway 111a	Peer Support Program Wolfeboro 211a	Peer Support Program Berlin 311a	Peer Support Program Colebrook 411a	Peer Support Program Littleton 511a	Warm Line North Country 111b
Total Carried Forward		360,239	0	138,953	21,678	50,413	50,065	76,322	22,809
700	ADVERTISING	200	0	50	0	50	50	50	0
710	PRINTING	0	0	0	0	0	0	0	0
720	TELEPHONE/COMMUNICATIONS	10,740	0	2,940	240	2,076	2,388	1,656	1,440
730	POSTAGE/SHIPPING	2,304	0	2,154	0	50	50	50	0
740	**TRANSPORTATION**								
741	Board Members	0	0	0	0	0	0	0	0
742	Staff	12,122	0	6,352	514	603	1,303	3,350	0
743	Clients	12,126	0	3,466	4,224	1,635	1,961	840	0
744	Delivery Products	0	0	0	0	0	0	0	0
750	**ASSIST.TO INDIVIDUALS**								
751	Client Services	0	0	0	0	0	0	0	0
752	Clothing	0	0	0	0	0	0	0	0
760	**INSURANCE**								
761	Malpractice & Bonding	2,500	0	2,500	0	0	0	0	0
762	Vehicles	6,600		6,600	0	0	0	0	0
763	Comprehensive Property & Liability	3,200	0	3,200	0	0	0	0	0
770	MEMBERSHIP DUES	0	0	0	0	0	0	0	0
800	OTHER EXPENDITURES	187	0	187	0	0	0	0	0
801	INTEREST EXPENSE	0	0	0	0	0	0	0	0
802	IN-KIND EXPENSE	0	0	0	0	0	0	0	0
	TOTAL EXPENSES	410,218	0	166,402	26,656	54,827	55,817	82,268	24,249
900	ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0	0	0
TOTAL PROGRAM EXPENSES		410,218	0	166,402	26,656	54,827	55,817	82,268	24,249
SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)		0	0	0	0	0	0	0	(1)
	Verification of Balancing s/b 0	0							

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/2/2012

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Fairley Kenneally
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
Alternative Life Center P O Box 241 Conway NH 03818	INSURER A: Philadelphia Insurance Co INSURER B: First Comp INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:2012** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PHPK937234	10/25/2012	10/25/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			PHPK937234	10/25/2012	10/25/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist BI split limit	$ $ 1,000,000 $ $ $ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0116056-03	10/20/2012	10/20/2013	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Employee Dishonesty			PHPK937234	10/25/2012	10/25/2013		$37,500
A	Directors & officers			PHSD774646	10/25/2012	10/25/2013		$1,000,000

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

CERTIFICATE HOLDER

Dept. Health & Human Services
Bureau of Behavorial Health
Attn: Sandy Lawrence
105 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

F Kenneally/FAIRLE Fairley Kenneally

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Region I
The Alternative Life Center

Communities Served:

Albany
Bartlett
Bath
Benton
Berlin
Bethlehem
Brookfield
Carroll
Chatham
Clarksville
Colebrook
Columbia
Conway
Dalton
Dixville
Dummer
Easton
Eaton
Effingham
Errol
Franconia
Freedom
Gorham
Hart's Location
Haverhill
Jackson
Jefferson
Lancaster
Landaff
Lincoln
Lisbon
Littleton
Lyman
Madison
Milan
Monroe
Moultonborough
Northumberland
Ossipee
Piermont
Pittsburg
Randolph
Sandwich
Shelburne
Stark
Stewartstown
Stratford
Sugar Hill
Tamworth
Tuftonboro
Wakefield
Warren
Waterville Valley
Wentworth Location
Whitefield
Wolfeboro
Woodstock

Peer Support Services

Establishment Dates

Agency	Date Established
Monadnock Area Peer Support Agency 64 Beaver Street PO Box 258 Keene NH 03431	10-23-95
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6 5 Pine Street Extension, Unit B PO Box 1564 Nashua NH 03060	02-19-09
Lakes Region Consumer Advisory Board 328 Union Avenue PO Box 304 Laconia NH 03246	10-19-93
On the Road to Recovery, Inc. 13 Orange Street PO Box 1721 Manchester NH 03105	11-16-88
Seacoast Consumer Alliance Peer Support Center, Inc. 544 Islington Street Portsmouth NH 03801	06-08-92
The Alternative Life Center 486 White Mountain Highway PO Box 241 Conway NH 03818	01-15-99
The Stepping Stone Drop-In Center Association 108 Pleasant Street Claremont NH 03743	09-08-95
Tri-City Consumers' Action Co-operative, Inc. 36 Wakefield Street Rochester NH 03867-1929	12-30-94

Subject: Peer Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Bureau of Behavioral Health		**1.2 State Agency Address** 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name The Stepping Stone Drop-In Center Association		**1.4 Contractor Address** 108 Pleasant Street Claremont, NH 03743	
1.5 Contractor Phone Number 603-543-1388	**1.6 Account Number** 05-95-92-920010-7011-102 05-95-92-920010-7143-102	**1.7 Completion Date** 06-30-2014	**1.8 Price Limitation** $361,803
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-5000	
1.11 Contractor Signature Roland		**1.12 Name and Title of Contractor Signatory** Roland C Dumont, President, Board of Directors	

1.13 Acknowledgement: State of New Hampshire, County of Grafton

On May 1, 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] S. E. Seidler

1.13.2 Name and Title of Notary or Justice of the Peace

Susan E Seidler, Notary Public

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Jeanne P. Herrick, Attorney	On: 27 May 2013
1.18 Approval by the Governor and Executive Council By:	On:

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

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

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

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

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

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

Contractor Initials: RD
Date: 5/2/13

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: RD
Date: 5/2/13

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: RD
Date: 5/2/13

CERTIFICATE OF VOTE

I, **Nancy J Beaudoin**, do hereby certify that:

1. I am the duly elected Clerk of **The Stepping Stone Drop-In Center Association**

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **May 1, 2013**.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Peer Support Services.

RESOLVED: That the **President** hereby is authorized on behalf of this Corporation 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **May 1, 2013**.

4. **Roland C Dumont** is duly elected **President** of the Corporation.

(Seal)
(Corporation)

(Signature of Board Secretary)

State of **New Hampshire**

County of **Grafton**

The foregoing instrument was acknowledged before me this **1st** day of **May, 2013**

By **Nancy J Beaudoin.**

Name: **Susan E Seidler**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: **1/13/15**

EXHIBIT A
SCOPE OF WORK
FY2014

1. Provision of Services: The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. Performance of Service: Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. State Right to Modify: The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. Other Sources of Funding: The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. Employment Procedures: The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. Criminal Record Check: The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. Program Staff Positions: The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. Staff Training, Development & Orientation: The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

- **8.3.1.** Peer Support;
- **8.3.2.** Warmline;
- **8.3.3.** Facilitating Peer Support Groups;
- **8.3.4.** Sexual Harassment; and
- **8.3.5.** Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

- **8.4.1.** On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- **8.4.2.** Administrative staff, including the Director, shall participate in trainings on:
  - **8.4.2.1.** Staff Development;
  - **8.4.2.2.** Supervision;

8.4.2.3. Performance Appraisals;
8.4.2.4. Employment Practices
8.4.2.5. Harassment;
8.4.2.6. Program Development;
8.4.2.7. Complaints and the Complaint Process; and
8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. Outcome Measures & Performance Indicators: The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. Quality Improvement/Assurance: The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. Fiduciary & Programmatic Compliance: At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. Funds Provided Pursuant to this Agreement: For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. Definitions: For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;
13.1.2. Outreach;
13.1.3. Individual Peer Assistance;
13.1.4. Telephone Support during business hours;
13.1.5. A monthly newsletter;
13.1.6. Wellness Training;
13.1.7. Community Education; and
13.1.8. Monthly Educational Events to members.

13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the

public mental health services delivery system.

13.6. Peer support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

14.1. The Contractor shall maintain records of membership for purposes of validation of annual board elections and to support efficient and regular communications with membership regarding Contractor activities. Such records shall be considered confidential and shall not be disclosed to the public but shall be made available to BBH upon request to monitor compliance with this Agreement. The Contractor shall notify BBH in writing in the event that an officer of the Board of Directors is unavailable to fulfill their duties for more than two (2) months.

14.2. The Contractor shall convene at least monthly membership meetings to support the empowerment and inclusion of the membership in Contractor policy and program development. The Contractor shall encourage PSA members to attend Contractor Board of Director meetings, but that action will not meet the requirement of this Paragraph. The Contractor shall post the times and locations of Board of Director meetings for any interested members.

14.3. The Contractor's Board of Directors shall maintain written records of Board meetings to include topics discussed, action and vote. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall submit to BBH a copy of the Board minutes when submitting all other required quarterly reports.

14.4. The Contractor's Board of Directors shall have a documented orientation process and manual for Directors.

14.5. The Contractor's Board of Directors shall have annual training related to roles and responsibility of Directors including fiduciary responsibilities. The officers of the Board of Directors shall have written descriptions of their duties. The Contractor shall have on file the most recent revision date with officers designated, date joined, term number, length of term, membership expiration date, all addresses, e-mail addresses, and telephone numbers listed.

14.6. The Contractor's Board of Directors shall assure that the Contractor has an Accounting Manual specific to the agency. The Accounting Manual shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;
14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
14.6.3. Internal Control Procedures; and
14.6.4. Expense Reimbursement and Advance Policy.

14.7. It is required by both State Administrative Rules and PSA Bylaws that the Contractor's Board of Directors has a minimum of nine (9) current and active Board of Directors members. If the Board of Directors membership falls below the required BBH minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately. If the Contractor's Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

16. Executive Director - Monthly Meeting Attendance: The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. Regional Community Support Meetings: At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings. The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

18. Newsletters/Calendars: Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

19. Changes to Budget Personnel Form B: The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it be for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

20. DMV Check / Defensive Driving: The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form, that those records indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

21. Increase the Unduplicated Numbers Served: In FY 2014 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2013. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2014 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be closely monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2014 may jeopardize future funding increases.

22. Purging Of Member Lists: Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook and shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

23. Peer Support Services: The Contractor shall provide peer support services to geographic regions 2 (Lebanon/Claremont area).

24. Warm Line Services: The Contractor shall provide peer support warm line services to geographic regions 2 (Lebanon/Claremont area) and 5 (Monadnock area).

25. Memorandum of Understanding: Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2014.

26. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

Contractor Initials: RD
Date: 5/13/13

FY2014
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and **The Stepping Stone Drop-In Center Association**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2014. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91–A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

I. PERFORMANCE DOMAINS

A. FISCAL DOMAIN

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. Current Ratio

Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
Formula: Total current assets divided by total current liabilities.
Performance Standard: The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. Accounts Payable

Definition: The Contractors timeliness in paying invoices.
Performance Standard: The Contractor shall not have outstanding invoices greater than sixty (60) days.

3. Budget Management

Definition: Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year –to-date basis the percentage of the Contractors budget executed year-to-date.
Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. COMPLIANCE DOMAIN

1. Consumer Control

Rationale: Peer Support Agencies are consumer run and controlled.
Definition: Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.
Source of Data: BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. Board Of Directors Development

Rational: Members of the Board of Directors understand their roles and responsibilities.
Definition: There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

II. REMEDIATION PROCESS

A. REMEDIATION PROCESS FOR FISCAL DOMAIN

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.

2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.

3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.

4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

Agency: **The Stepping Stone Drop-In Center Association**	**DHHS/Division of Community Based Care Services** **The Bureau of Behavioral Health**
Name/Title: **Roland C Dumont**	**Name/Title:** **Nancy L. Rollins, Associate Commissioner**
Signature:	**Signature:**
Date: **5/2/2013**	**Date:**

Contractor Initials: RD
Date: 5/2/13

PEER SUPPORT AGENCY SCOPE OF SERVICES FY14

Agency: The Stepping Stone Drop-In Center Association
Fiscal Period: 7/1/13 - 6/30/14

Date Prepared: 4/17/13
Prepared By: Susan E Seidler

	Peer Support Program 111a	Peer Support Program 211a	Peer Support Program 311a	Warm Line 211b	Outreach 111b	Vocational Support 111d	Respite 111e	Other 111f
PROGRAM NAME	Stepping Stone	Next Step						
Check program components:								
Monthly education	X	X						
Monthly newsletter	X	X						
Wellness training	X	X						
Peer support	X	X						
Telephone support	X	X						
Individual Peer Assistance	X	X						
Outreach	X	X						
Transportation	X	X						
Educational/vocational	X	X						
Other, specify:								
LOCATIONS—at the PSA	X	X		X		X	X	
Community	X	X			X	X		
NHH	X	X			X			
Other, sp:								
POPULATIONS -Adults	X	X		X	X	X	X	
Older Adults	X	X		X	X	X	X	
People with Mental Illness Who are Homeless	X	X		X	X	X	X	
DATES OF START (only if not July 1)								
SERVICE COMPLETION (only if not June 30)								

(comments here)

PEER SUPPORT SERVICES

144SS-CLARE
Fiscal Year / Site

The Stepping Stone Drop-In Ctr. Assoc. - Claremont
Organization

Susan E Seidler
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	880	30	30	28	968
A2) Members 60 and over	20	1	1	1	23
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	900	31	31	29	991
B1) New Members 59 and under (unduplicated within category at end of reporting period)	36	36	36	36	144
B2) New Members 60 and over (unduplicated within category at end of reporting period)	5	1	1	1	8
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	500	20	20	10	550
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	15	1	1	1	18
A3) Total Unduplicated Members/Participants Served in All Programs	515	21	21	11	568
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	17	17	17	17	68
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	300	10	10	10	330
B) Total Visit Days (members and participants only)	2063	2063	2063	2063	8252
C) Average Daily Visits (# of visit days/number of days open in reporting period)	26	25	27	26	
D) Number of Daytime Hours Each Week	33	33	33	33	
E) Number of Evening Hours Each Week	2	2	2	2	
F) Number of Hours Open/Week (F=D+E)	35	35	35	35	
G) Number of Days the Program was Open in the Quarter	79	81	77	78	315
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	11	11	11	11	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	2	2	2	2	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	4	6	6	6	22
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	220	220	220	220	880
B) Peer Support Telephone Calls Received	411	411	411	411	1644
VII. WARMLINE					
A) Warmline Telephone Calls Made	1093	1093	1093	1093	4372
B) Warmline Telephone Calls Received	1325	1325	1325	1325	5300

PEER SUPPORT SERVICES

144SS-CLARE
Fiscal Year / Site

The Stepping Stone Drop-In Ctr. Assoc. - Claremont
Organization

Susan E Seidler
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	2	5	2	5	14
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	2	2	2	2	8
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	68	68	67	67	270
B) Total Persons Served (unduplicated)	15	7	7	7	36
C) Total Number of Admissions	10	11	11	13	45
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0

XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month	
A) Monthly Educational Events Y/N	Y	Y	Y	
B) Monthly Newsletters Y/N	Y	Y	Y	

XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	0	2	0	2	4
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	0	0	8	0	8

PEER SUPPORT SERVICES

144SS-LEBA
Fiscal Year / Site

The Stepping Stone Drop-In Ctr. Assoc. - Lebanon
Organization

Susan E Seidler
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	170	6	6	5	187
A2) Members 60 and over	21	1	1	1	24
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	191	7	7	6	211
B1) New Members 59 and under (unduplicated within category at end of reporting period)	30	1	1	1	33
B2) New Members 60 and over (unduplicated within category at end of reporting period)	2	1	1	1	5
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	80	3	3	2	88
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	10	1	1	1	13
A3) Total Unduplicated Members/Participants Served in All Programs	90	4	4	3	101
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	7	7	7	7	28
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	85	6	9	10	110
B) Total Visit Days (members and participants only)	780	780	780	780	3120
C) Average Daily Visits (# of visit days/number of days open in reporting period)	10	10	10	10	
D) Number of Daytime Hours Each Week	32	32	32	32	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	32	32	32	32	
G) Number of Days the Program was Open in the Quarter	79	81	77	78	315
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	10	10	10	10	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	2	2	2	2	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	2	2	2	2	8
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	300	300	300	300	1200
B) Peer Support Telephone Calls Received	258	258	258	258	1032
VII. WARMLINE					
A) Warmline Telephone Calls Made	0	0	0	0	0
B) Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

144SS-LEBA
Fiscal Year / Site

The Stepping Stone Drop-In Ctr. Assoc. - Lebanon
Organization

Susan E Seidler
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	1	1	1	1	4
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	1	1	1	1	4
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0

XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month		
A) Monthly Educational Events Y/N	Y	Y	Y		
B) Monthly Newsletters Y/N	Y	Y	Y		
XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	1	0	1	0	2
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	0	0	3	0	3

FY2014
EXHIBIT B
METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Crisis Respite	$53,479
Depreciation	2,901
Total	**$56,380**

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:

8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.

8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor

submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund:	$153,783
Federal Funds:	$208,020
CFDA #:	93.958
Federal Agency:	U.S. Department of Health and Human Services Program Title: Block Grants for Community Mental Health Services
Amount:	$208,020

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102
05-95-92-920010-7143-102

Contractor Initials: RD
Date: 5/2/13

FY2014
EXHIBIT C
SPECIAL PROVISIONS

1. Add the following to Paragraph 1.:

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

2. Add the following to Paragraph 4.:

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement 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.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

3. Add the following to Paragraph 6.:

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

4. Add the following to Paragraph 7.:

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

5. Replace Subparagraphs 8.1. through 8.1.3. with the following:

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.
8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.
8.1.7. Failure to comply with any covenants or conditions in this Agreement.
8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars ($10,000) or more.

6. Add the following to Subparagraph 8.2.:
8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

7. Add the following to Paragraph 8.:
8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

8. Add the following to Paragraph 9.:
9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.
9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
9.5.1. The Income Statement shall be based on the accrual method of accounting.
9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:
9.5.2.1. Mortgage payments shall include both principal and interest;
9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.
9.5.2.3. Capital expenditures shall be included on the Form A.
9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.
9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.
9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.
9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds $500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.
9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for

any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10. Replace Paragraph 12. with the following:

ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars ($10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars ($10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars ($10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than $500,000, replace Paragraph 14.1.1. with the following:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate; and

13. Add the following to Paragraph 14.:

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

14. Add the following to Paragraph 20.:

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

20.3.2. To make cash payments to intended recipients of health services.

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

20.3.4. To satisfy any requirement for the expenditure of non Federal funds as a condition of a receipt of Federal funds; or

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

20.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of $125,000 per year.

20.6. Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

20.6.1. All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

20.6.2. The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars ($10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.3. Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.4. In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

20.6.5. Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

20.6.6. Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

20.6.7. Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

20.6.8. Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

20.6.8.1. Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

20.6.8.2. Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

20.7. The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

20.8. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

Contractor Initials: RD
Date: 5/2/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: RD
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(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

108 Pleasant Street, Claremont, NH 03743
109 Bank Street, Lebanon, NH 03766

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

The Stepping Stone Drop-In Center Association	From: 7/1/2013 To: 6/30/2014
(Contractor Name)	(Period Covered by this Certification)

Roland C Dumont, President, Board of Directors
(Name & Title of Authorized Contractor Representative)

(Contractor Representative Signature)	5/2/2013 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 07-01-13 through 06-30-14

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

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

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

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

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

(Contractor Representative Signature)	Roland C Dumont, President, Board of Directors (Authorized Contractor Representative Name & Title)
The Stepping Stone Drop-In Center Association (Contractor Name)	5/2/2013 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

Contractor Initials: RD

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

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Contractor Initials: RD

Date: 5/2/13

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

	Roland C Dumont, President, Board of Directors
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
The Stepping Stone Drop-In Center Association	5/2/2013
(Contractor Name)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

(Contractor Representative Signature)	Roland C Dumont, President, Board of Directors (Authorized Contractor Representative Name & Title)
The Stepping Stone Drop-In Center Association (Contractor Name)	May 2, 2013 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

	Roland C Dumont, President, Board of Directors
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
The Stepping Stone Drop-In Center Association	May 2, 2013
(Contractor Name)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

Contractor Initials: RD
Date: 5/2/13

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: RD
Date: 5/2/13

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

NH DHHS, Div of Community Based Care Services Bureau of Behavioral Health	The Stepping Stone Drop-In Center Association
The State Agency Name	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Roland C Dumont
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President, Board of Directors
Title of Authorized Representative	Title of Authorized Representative
	5/2/2013
Date	Date

Contractor Initials: RD
Date: 5/2/13

STANDARD EXHIBIT J

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:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. 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.

	Roland D Dumont, President, Board of Directors
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
The Stepping Stone Drop-In Center Association	5/2/2013
(Contractor Name)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

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: 037409575

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Stepping Stone Drop-In Center Association
Claremont, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of financial position of Stepping Stone Drop-In Center Association (the "Association") (a nonprofit corporation) as of June 30, 2012 and 2011, and the related statements of activities and cash flows for the years then ended and the statement of functional revenue, support and expenses for the year ended June 30, 2012. These financial statements are the responsibility of the Association's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

Our In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Stepping Stone Drop-In Center Association as of June 30, 2012 and 2011, and the changes in its net assets, cash flows for the years then ended and functional revenue, support and expenses for the year ended June 30, 2012, in conformity with accounting principles generally accepted in the United States of America.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Bureau of Behavioral Health refundable advance - designated on page 11 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone, McDonnell & Roberts
Professional Association

May 9, 2013
Wolfeboro, New Hampshire

STEPPING STONE DROP-IN CENTER ASSOCIATION

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2012 AND JUNE 30, 2011

ASSETS

	2012	2011
CURRENT ASSETS		
Cash and cash equivalents - designated	$ 30,541	$ 29,857
Cash and cash equivalents - undesignated	6,113	22,037
Accounts receivable	-	556
Prepaid expenses	12,794	12,078
Total current assets	49,448	64,528
PROPERTY		
Building	341,825	341,825
Equipment	39,294	34,360
Total	381,119	376,185
Less: accumulated depreciation	(99,400)	(90,090)
Property - net	281,719	286,095
TOTAL ASSETS	$ 331,167	$ 350,623

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	$ 11,819	$ 11,093
Accounts payable	2,484	901
Accrued payroll and related liabilities	12,022	19,085
Refundable advances	10,382	4,504
Refundable advances - designated	30,541	29,857
Total current liabilities	67,248	65,440
LONG-TERM DEBT, NET OF CURRENT PORTION SHOWN ABOVE	244,842	256,798
Total liabilities	312,090	322,238
NET ASSETS		
Unrestricted	12,852	23,230
Temporarily restricted	6,225	5,155
Total net assets	19,077	28,385
TOTAL LIABILITIES AND NET ASSETS	$ 331,167	$ 350,623

See Notes to Financial Statements

STEPPING STONE DROP-IN CENTER ASSOCIATION

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011

	2012	2011
CHANGES IN UNRESTRICTED NET ASSETS		
REVENUE AND SUPPORT		
Grants	$ 332,115	$ 318,214
Rental income	12,760	9,585
Contributions	8,015	5,170
Other	1,601	594
Total	354,491	333,563
EXPENSES		
Program services:		
Stepping Stone	153,198	154,576
Next Step	120,680	118,436
Warm Line	25,402	33,070
Respite	39,264	33,687
Other Programs	26,325	14,085
General management allocation	(34,330)	(101,876)
Supporting services:		
General management	34,330	101,876
Total	364,869	353,854
DECREASE IN UNRESTRICTED NET ASSETS	(10,378)	(20,291)
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
Contributions	1,070	5,155
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	1,070	5,155
CHANGES IN NET ASSETS	(9,308)	(15,136)
NET ASSETS - BEGINNING OF YEAR	28,385	43,521
NET ASSETS - END OF YEAR	$ 19,077	$ 28,385

See Notes to Financial Statements

STEPPING STONE DROP-IN CENTER ASSOCIATION

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2012 AND JUNE 30, 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ (9,308)	$ (15,136)
Adjustments to reconcile decrease in net assets to net cash used in operating activities:		
Depreciation	9,310	9,774
(Increase) decrease in assets:		
Accounts receivable	556	48
Prepaid expenses	(716)	(316)
Increase (decrease) in liabilities:		
Accounts payable	1,583	(1,593)
Accrued payroll and related liabilities	(7,063)	3,650
Refundable advances	684	(9,072)
Refundable advances - designated	5,878	(350)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	924	(12,995)
CASH FLOWS USED IN INVESTING ACTIVITIES		
Purchase of property	(4,934)	(2,209)
NET CASH USED IN INVESTING ACTIVITIES	(4,934)	(2,209)
CASH FLOWS USED IN FINANCING ACTIVITIES		
Repayments of long-term notes payable	(11,230)	(8,301)
NET CASH USED IN FINANCING ACTIVITIES	(11,230)	(8,301)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(15,240)	(23,505)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	51,894	75,399
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 36,654	$ 51,894
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 10,175	$ 18,024

See Notes to Financial Statements

STEPPING STONE DROP-IN CENTER ASSOCIATION

STATEMENT OF FUNCTIONAL REVENUE, SUPPORT AND EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

	Stepping Stone	Next Step	Warm Line	Respite	Total BBH Funds	Other Non-BBH Programs	2012 Total
REVENUE AND SUPPORT							
Grants	$ 151,757	$ 115,094	$ 23,538	$ 41,726	$ 332,115	$ -	$ 332,115
Rental Income	-	-	-	-	-	12,760	12,760
Contributions	7,292	500	-	-	7,792	1,293	9,085
Other Income	6,015	(4,617)	-	-	1,398	203	1,601
Total revenue and support	$ 165,064	$ 110,977	$ 23,538	$ 41,726	$ 341,305	$ 14,256	$ 355,561
EXPENSES							
Salaries and wages	$ 81,248	$ 70,100	$ 19,798	$ 28,081	$ 199,227	$ -	$ 199,227
Employee benefits	12,070	12,052	3,522	6,774	34,418	-	34,418
Insurance	18,691	133	-	-	18,824	-	18,824
Payroll taxes	6,673	6,451	2,082	3,332	18,538	-	18,538
Occupancy costs			-	-	-	15,712	15,712
Audit and accounting fees	8,970	5,084	-	-	14,054	-	14,054
Telephone	7,330	3,970	-	-	11,300	-	11,300
Interest expense	1,195	8,980	-	-	10,175	-	10,175
Depreciation	-	-	-	-	-	9,310	9,310
Utilities	3,306	4,486	-	52	7,844	405	8,249
Client consumables	3,106	3,693	-	-	6,799	1,027	7,826
Travel	2,915	2,997	-	981	6,893	-	6,893
Office supplies and expense	3,591	2,472	-	44	6,107	50	6,157
Staff development and training	2,393	254	-	-	2,647	(100)	2,547
Legal fees	135	8	-	-	143	-	143
Other	1,575	-	-	-	1,575	(79)	1,496
Total expenses	$ 153,198	$ 120,680	$ 25,402	$ 39,264	$ 338,544	$ 26,325	$ 364,869

See Notes to Financial Statements

The Stepping Stone Drop-In Center Association

Mission Statement

Our program is committed to the creation of a safe, supportive, and educational environment for people struggling with a variety of mental health issues. We emphasize understanding, mutual accountability, and respect for diversity. We offer groups and events in which we learn more about ourselves and how we interact with others. We utilize shared leadership, skill development, team activities, and a holistic model of health to make these groups and events a valuable opportunity for growth and strength.

Adopted 2/27/03

KEY ADMINISTRATIVE PERSONNEL - FY2014

STEPPING STONE DROP-IN ASSOCIATION

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Jude Dolan	1.00	$ 41,413.00	$ 39,354.98	95%
		0.00	$ -		

Judith M. Dolan

Professional Experience

January 2007-Present **Stepping Stone** **Claremont, NH** ***Executive Director***. Responsible for leadership and oversight of all agency operations including administration, finances, programs and public relations. Serve as role model and teacher for agency philosophies.

2001-July 2006 **United Developmental Services** **Lebanon, NH**

Director of Organizational Development. In addition to duties as Director of Human Resources, assumed responsibility for agency public relations including external newsletter and special events. Advanced work in performance management, strategic planning, organizational and employee development.

1991-2001 **United Developmental Services** **Lebanon, NH**

Director of Human Resources. Created position within agency of 100 staff. Centralized all human resources functions; developed, instituted, and monitored hiring procedures; redesigned organizational structure; revised personnel policies biennially; developed, administered, and monitored compliance of agency policies, procedures, performance appraisals, and operational legalities; designed, negotiated, and coordinated employee compensation and benefits; served as internal consultant and mediator for all areas of employee relations; organized and coordinated agency orientation; designed and conducted staff trainings; served as liaison to Board of Directors for personnel issues; investigated employee concerns such as harassment, ADA accommodation, and fair treatment; served on statewide committees for human resources and training issues. Wrote, edited, and produced staff newsletter. Reported to CEO. Member of senior management team.

1994-1999 **Headrest** **Lebanon, NH**

Consultant (as needed). Provided consultations on human resources, training, and organizational development issues.

1988-1990 **Unitech Computer Discount Centers** **Cambridge, MA**

Personnel Director. Established complete personnel function. Included payroll and benefits, policies, and legal compliance; hiring; employee appraisal; and staff relations. Reported directly to CEO. Member of senior management team. Conducted management meetings. Served as Acting District Manager for 6 months. Responsible for overseeing store managers and assistants. Performed store inspections, served as liaison between stores and corporate departments, approved employee promotions, monitored store scheduling and payroll expenses, resolved customer problems.

1987-1991 **Lawrence Eagle Tribune** **Lawrence, MA**

Reporter (part-time). Wrote news stories and features. Specialized in school system, town government and human interest.

1983-1987 **Independent Work**

Free Lance Writer. Writings included feature articles for newspapers and magazine ***New England Getaways***; press releases, employee newsletters, advertising copy; fundraising materials.

1983-1988 **Somerville-Cambridge Elder Service** **Somerville, MA**

Office Manager. Managed administrative services, purchasing, communications, and environmental systems. Recruited, trained, and supervised administrative personnel.

Education

Harvard University Extension **Cambridge, MA**
Certificate of Specialized Graduate Studies in Business. Major – Human Resources

Northeastern University **Boston, MA**
Bachelor of Liberal Arts. Major - English

Trainings

Participated in various trainings including successful completion of basic mediation (Woodbury College), Mandt training, and numerous human resources workshops.

Community Activities

Current:
Board member Vermont Parent Representation Center
Member Local Interagency Task Force – Parent Representative

Past:
Society for Human Resource Management
River Valley Human Resource Association
United Way Speakers Bureau
Hartford Area Career and Technology Center Human Services Advisory Committee
NH Technical College Human Services Program Advisory Board
Casey Family Services Parent Leadership Team
Board of Directors, David's House; Chair and member of Personnel Committee
Christian Doctrine Instructor, St. Theresa's Church, North Reading, MA
North Reading Arts Lottery Council, Chair, North Reading, MA
Board of Directors, Hartland Adventure Club
Board of Directors and Education Committee, Twin State Coalition for Health and Human Resources
Surrogate Educational Parent, Vermont
AHS Hartford District Regional Advisory Council

Presentations

Topics on Foster Care and Adoption, Casey Family Services Conferences, Boston, MA 1994-2000
Topics on Foster Care, Adoption, and Challenging Children, panel presentations, Vermont Adoption Conferences, Montpelier, VT 1997-1999
"Beyond the Three R's of Recruitment, Retention, and Respect", ANCOR National Conference, San Diego, CA March 1999
"DSP's and the Dichotomy of Rights and Responsibilities", panel presentation, Direct Support Professional Conference, Bartlett, NH, October 2000

The Stepping Stone Drop-in Center Association

BOARD OF DIRECTORS

April 17, 2013

PRESIDENT
Roland Dumont

VICE PRESIDENT
Vacant

SECRETARY
Nancy Beaudoin

TREASURER
Susan Buckholz

Robert Archambault

Colleen Fisk

Mark Garrison

Nancy Reardon

Tony Rzeczycki

EXECUTIVE DIRECTOR
Judith M. Dolan

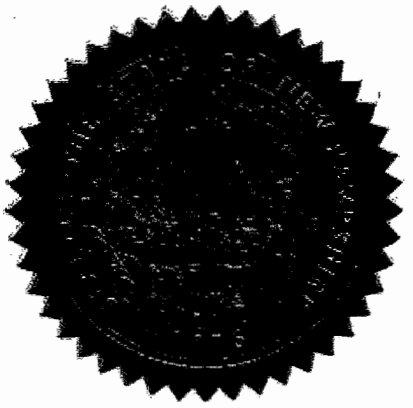
SITE COORDINATOR
STEPPING STONE
Susan E. Seidler

SITE COORDINATOR
NEXT STEP
Mark W. Nichols

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE STEPPING STONE DROP-IN CENTER ASSOCIATION is a New Hampshire nonprofit corporation formed September 8, 1995. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of April, A.D. 2013

William M. Gardner
Secretary of State

Region: Region II

Program: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program Claremont 111a	Peer Support Program Lebanon 211a	Warm Line 111b	Outreach 111c
400	**PROG. SERV. FEES**						
401	Net client fees	0	0	0	0	0	0
402	HMO's	0	0	0	0	0	0
403	BC/BS	0	0	0	0	0	0
404	Medicaid	0	0	0	0	0	0
405	Medicare	0	0	0	0	0	0
406	Other insurance	0	0	0	0	0	0
411	Other program fees	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0
420	**PROG. SALES**						
421	Production	0	0	0	0	0	0
422	Service	0	0	0	0	0	0
430	**PUBLIC SUPPORT**						
431	United Way	0	0	0	0	0	0
432	Local/County Government	0	0	0	0	0	0
433	Donations/Contributions	5,000	0	0	0	0	0
435	Other public support	0	0	0	0	0	0
436	DVR	0	0	0	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0
438	DCYF	0	0	0	0	0	0
439	State Emergency Shelter Grant	0	0	0	0	0	0
440	**FEDERAL FUNDING**						
441	Block Grants	208,020	0	94,609	71,183	13,105	0
442	Community Support Prog	0	0	0	0	0	0
443	CSP Anticipated (amendment)	0	0	0	0	0	0
444	HUD	0	0	0	0	0	0
445	Other federal grants	0	0	0	0	0	0
446	PATH	0	0	0	0	0	0
447	CARE NH	0	0	0	0	0	0
448	MHSIP	0	0	0	0	0	0
450	RENTAL INCOME	13,920	0	0	0	0	0
460	INTEREST INCOME	0	0	0	0	0	0
470	IN-KIND DONATIONS	0	0	0	0	0	0
480	**BBH**						
481	Community Mental Health	153,783	0	65,643	54,614	9,170	0
482	Community Developmental Services	0	0	0	0	0	0
490	OTHER REVENUES	0	0	0	0	0	0
491	Other DBH (carry over)	0	0	0	0	0	0
	Subtotal	380,723	0	160,252	125,797	22,275	0
500	GM Allocation	0	0	0	0	0	0
TOTAL PROGRAM REVENUES		380,723	0	160,252	125,797	22,275	0

Region: Region II

Program: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2014 Contract

		Crisis Respite 111e	Other Non-BBH 111f
400	**PROG. SERV. FEES**		
401	Net client fees	0	0
402	HMO's	0	0
403	BC/BS	0	0
404	Medicaid	0	0
405	Medicare	0	0
406	Other insurance	0	0
411	Other program fees	0	0
	Subtotal	0	0
420	**PROG. SALES**		
421	Production	0	0
422	Service	0	0
430	**PUBLIC SUPPORT**		
431	United Way	0	0
432	Local/County Government	0	0
433	Donations/Contributions	0	5,000
435	Other public support	0	0
436	DVR	0	0
437	Div. Alc/Drug Abuse Prev.& Recovery	0	0
438	DCYF	0	0
439	State Emergency Shelter Grant	0	0
440	**FEDERAL FUNDING**		
441	Block Grants	29,123	0
442	Community Support Prog	0	0
443	CSP Anticipated (amendment)	0	0
444	HUD	0	0
445	Other federal grants	0	0
446	PATH	0	0
447	CARE NH	0	0
448	MHSIP	0	0
450	RENTAL INCOME	0	13,920
460	INTEREST INCOME	0	0
470	IN-KIND DONATIONS	0	0
480	**BBH**		
481	Community Mental Health	24,356	0
482	Community Developmental Services	0	0
490	OTHER REVENUES	0	0
491	Other DBH (carry over)	0	0
	Subtotal	53,479	18,920
500	GM Allocation	0	0
TOTAL PROGRAM REVENUES		53,479	18,920

Region: Region II

Program: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program Claremont 111a	Peer Support Program Lebanon 211a	Warm Line 111b	Outreach 111c
600	**PERSONNEL COSTS**						
601	Salary & Wages	215,342	0	83,325	78,322	16,380	0
602	Employee Benefits	33,895	0	12,048	12,048	2,677	0
603	Payroll taxes	16,474	0	6,374	5,992	1,253	0
	Subtotal	265,711	0	101,747	96,362	20,310	0
610	Client Wages	0	0	0	0	0	0
620	**PROFESSIONAL FEES**						
621	Substitute Staff	0	0	0	0	0	0
622	Client Evaluations/Services	0	0	0	0	0	0
624	Accounting	6,800	0	5,250	1,550	0	0
625	Audit Fees	6,900	0	3,450	3,450	0	0
626	Legal Fees	500	0	500	0	0	0
627	Other Professional Fees/Consult	250	0	0	0	0	0
630	**STAFF DEV & TRNG.**						
631	Journals & Publications	157	0	98	59	0	0
632	In-Service Training	0	0	0	0	0	0
633	Conferences & Conventions	0	0	0	0	0	0
634	Other Staff Development	400	0	400	0	0	0
640	**OCCUPANCY COSTS**						
641	Rent	0	0	0	0	0	0
642	Mortgage Payments	21,397	0	4,677	12,000	0	0
643	Heating Costs	12,600	0	8,500	4,100	0	0
644	Other Utilities	6,794	0	1,867	1,533	0	0
645	Maintenance & Repairs	8,076	0	962	383	0	0
646	Taxes	3,250	0	750	0	0	0
647	Other Occupancy Costs	1,050	0	0	0	0	0
650	**CONSUMABLE SUPPLIES**						
651	Office	3,059	0	1,583	569	319	0
652	Building/Household	3,359	0	900	434	0	0
653	Educational/Training	928	0	601	327	0	0
654	Production & Sales	0	0	0	0	0	0
655	Food	4,500	0	2,850	1,350	0	0
656	Medical	400	0	400	0	0	0
657	Other Consumable Supplies	0	0	0	0	0	0
660	CAPITAL EXPENDITURES	0	0	0	0	0	0
665	DEPRECIATION	2,901	0	2,901	0	0	0
670	EQUIPMENT RENTAL	1,490	0	1,490	0	0	0
680	EQUIPMENT MAINTENANCE	750	0	600	150	0	0
	Subtotal page	351,272	0	139,526	122,267	20,629	0

Region: Region II

Program: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2014 Contract

		Crisis Respite 111e	Other Non-BBH 111f
600	**PERSONNEL COSTS**		
601	Salary & Wages	37,315	0
602	Employee Benefits	7,122	0
603	Payroll taxes	2,855	0
	Subtotal	47,291	0
610	Client Wages	0	0
620	**PROFESSIONAL FEES**		
621	Substitute Staff	0	0
622	Client Evaluations/Services	0	0
624	Accounting	0	0
625	Audit Fees	0	0
626	Legal Fees	0	0
627	Other Professional Fees/Consult	250	0
630	**STAFF DEV & TRNG.**		
631	Journals & Publications	0	0
632	In-Service Training	0	0
633	Conferences & Conventions	0	0
634	Other Staff Development	0	0
640	**OCCUPANCY COSTS**		
641	Rent	0	0
642	Mortgage Payments	0	4,720
643	Heating Costs	0	0
644	Other Utilities	0	3,394
645	Maintenance & Repairs	0	6,731
646	Taxes	0	2,500
647	Other Occupancy Costs	1,050	0
650	**CONSUMABLE SUPPLIES**		
651	Office	588	0
652	Building/Household	450	1,575
653	Educational/Training		0
654	Production & Sales	0	0
655	Food	300	0
656	Medical	0	0
657	Other Consumable Supplies	0	0
660	CAPITAL EXPENDITURES	0	0
665	DEPRECIATION	0	0
670	EQUIPMENT RENTAL	0	0
680	EQUIPMENT MAINTENANCE	0	0
	Subtotal page	49,929	18,920

Region: Region II

Program: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program Claremont 111a	Peer Support Program Lebanon 211a	Warm Line 111b	Outreach 111c
Total Carried Forward		351,272	0	139,526	122,267	20,629	0
700	ADVERTISING	406	0	200	60	46	0
710	PRINTING	600	0	300	200	0	0
720	TELEPHONE/COMMUNICATIONS	5,635	0	2,022	1,413	1,600	0
730	POSTAGE/SHIPPING	1,893	0	1,893	0	0	0
740	**TRANSPORTATION**						
741	Board Members	0	0	0	0	0	0
742	Staff	3,020	0	1,800	820	0	0
743	Clients	3,499	0	1,070	329	0	0
744	Delivery Products	0	0	0	0	0	0
750	**ASSIST.TO INDIVIDUALS**						
751	Client Services	500	0	275	225	0	0
752	Clothing	0	0	0	0	0	0
760	**INSURANCE**						
761	Malpractice & Bonding	100	0	100	0	0	0
762	Vehicles	3,064	0	3,064	0	0	0
763	Comprehensive Property & Liability	10,733	0	10,000	483	0	0
770	MEMBERSHIP DUES	0	0	0	0	0	0
800	OTHER EXPENDITURES	0	0	0	0	0	0
801	INTEREST EXPENSE	0	0	0	0	0	0
802	IN-KIND EXPENSE	0	0	0	0	0	0
	TOTAL EXPENSES	380,723	0	160,251	125,797	22,275	0
900	ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0
	TOTAL PROGRAM EXPENSES	380,723	0	160,251	125,797	22,275	0
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	0	(0)	0
	Verification of Balancing s/b 0	(0)					

Region: Region II

Program: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2014 Contract

		Crisis Respite 111e	Other Non-BBH 111f
Total Carried Forward		49,929	18,920
700	ADVERTISING	100	0
710	PRINTING	100	0
720	TELEPHONE/COMMUNICATIONS	600	0
730	POSTAGE/SHIPPING	0	0
740	**TRANSPORTATION**		
741	Board Members	0	0
742	Staff	400	0
743	Clients	2,100	0
744	Delivery Products	0	0
750	**ASSIST.TO INDIVIDUALS**		
751	Client Services	0	0
752	Clothing	0	0
760	**INSURANCE**		
761	Malpractice & Bonding	0	0
762	Vehicles	0	0
763	Comprehensive Property & Liability	250	0
770	MEMBERSHIP DUES	0	0
800	OTHER EXPENDITURES	0	0
801	INTEREST EXPENSE	0	0
802	IN-KIND EXPENSE	0	0
	TOTAL EXPENSES	53,479	18,920
900	ADMINISTRATIVE ALLOCATION	0	0
	TOTAL PROGRAM EXPENSES	53,479	18,920
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0
	Verification of Balancing s/b 0		

STEPSTO-04 LCLOUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/18/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A. B. Gile, Inc. PO Box 66 Hanover, NH 03755	CONTACT NAME: PHONE (A/C, No, Ext): (603) 643-4540 FAX (A/C, No): (603) 643-6382 E-MAIL ADDRESS:
INSURED Stepping Stone Drop in Center Association 108 Pleasant Street Claremont, NH 03743	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Insurance Co. INSURER B : Liberty Mutual Ins. Co. INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PHPK986064	3/22/2013	3/22/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			PHPK986064	3/22/2013	3/22/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC5-31S-389810-013	3/22/2013	3/22/2014	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

Workers Compensation Covered States 3.A. Part One: NH; 3.C. Part Three: Refer To Residual MarketLimited Other States Insurance Endorsement WC000326A. Excluded Officers: Nancy Beaudoin, Susan Buckholz, Judith Dolan, Roland Dumont.

Evidence of Insurance - Employee Dishonesty - Limit: $30,000 - Deductible: $500 (Part of Policy PHPK986064 - Policy Dates 3/22/13 - 3/22/14)

CERTIFICATE HOLDER	CANCELLATION
Bureau of Behavioral Health Contract Management - Sandy Lawrence Main Building - Room 210S 105 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

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Region II
The Stepping Stone Drop-In Center Association

Communities Served:

Acworth
Canaan
Charlestown
Claremont
Cornish
Croydon
Dorchester
Enfield
Goshen
Grafton
Grantham
Hanover
Langdon
Lebanon
Lempster
Lyme
Newport
Orange
Orford
Plainfield
Springfield
Sunapee
Unity
Washington

Crisis Respite Services are provided Statewide to any New Hampshire resident with a mental illness.

Peer Support Services

Establishment Dates

Agency	Date Established
Monadnock Area Peer Support Agency 64 Beaver Street PO Box 258 Keene NH 03431	10-23-95
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6 5 Pine Street Extension, Unit B PO Box 1564 Nashua NH 03060	02-19-09
Lakes Region Consumer Advisory Board 328 Union Avenue PO Box 304 Laconia NH 03246	10-19-93
On the Road to Recovery, Inc. 13 Orange Street PO Box 1721 Manchester NH 03105	11-16-88
Seacoast Consumer Alliance Peer Support Center, Inc. 544 Islington Street Portsmouth NH 03801	06-08-92
The Alternative Life Center 486 White Mountain Highway PO Box 241 Conway NH 03818	01-15-99
The Stepping Stone Drop-In Center Association 108 Pleasant Street Claremont NH 03743	09-08-95
Tri-City Consumers' Action Co-operative, Inc. 36 Wakefield Street Rochester NH 03867-1929	12-30-94

Subject: Peer Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Bureau of Behavioral Health		**1.2 State Agency Address** 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name Tri-City Consumers' Action Co-operative		**1.4 Contractor Address** 36 Wakefield Street Rochester, NH 03867	
1.5 Contractor Phone Number 603-948-1043	**1.6 Account Number** 05-95-92-920010-7011-102 05-95-92-920010-7143-102	**1.7 Completion Date** 06-30-2014	**1.8 Price Limitation** $152,625.
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-5000	
1.11 Contractor Signature David W. Economos		**1.12 Name and Title of Contractor Signatory** David Economos, Treasurer, Board of Directors	
1.13 Acknowledgement: State of New Hampshire, County of Strafford On 4/11 / 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Martha D Hewitt [Seal]		MARTHA HEWITT NOTARY PUBLIC State of New Hampshire My Commission Expires March 6, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Martha D Hewitt Executive Director			
1.14 State Agency Signature Nancy L. Rollins		**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Jeanne P. Herrick, Attorney		On: 21 May 2013	
1.18 Approval by the Governor and Executive Council By:		On:	

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

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

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

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

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

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

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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

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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.

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Date: 4-19-13

CERTIFICATE OF VOTE

I, **Elaine Weatherbee**, do hereby certify that:

1. I am the duly elected Clerk of **Tri-City Consumers' Action Co-Operative**

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **April 11, 2013 (telephonic vote)**.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Peer Support Services.

RESOLVED: That the **David Economos, Treasurer** hereby is authorized on behalf of this Corporation 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **April 11, 2013**.

4. **David Economos** is duly elected **Treasurer** of the Corporation.

(Seal)
(Corporation)

Elaine C. Weatherbee
(Signature of Board Secretary)

State of **New Hampshire**

County of **Strafford**

The foregoing instrument was acknowledged before me this **11th** day of **April 2013**

By **Elaine Weatherbee.**

Martha Jo Hewitt

Name: **Martha Jo Hewitt**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: **March 6, 2018**

MARTHA HEWITT
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
March 6, 2018

EXHIBIT A
SCOPE OF WORK
FY2014

1. Provision of Services: The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. Performance of Service: Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. State Right to Modify: The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. Other Sources of Funding: The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. Employment Procedures: The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. Criminal Record Check: The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. Program Staff Positions: The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. Staff Training, Development & Orientation: The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

- **8.3.1.** Peer Support;
- **8.3.2.** Warmline;
- **8.3.3.** Facilitating Peer Support Groups;
- **8.3.4.** Sexual Harassment; and
- **8.3.5.** Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

- **8.4.2.1.** Staff Development;
- **8.4.2.2.** Supervision;

8.4.2.3. Performance Appraisals;
8.4.2.4. Employment Practices
8.4.2.5. Harassment;
8.4.2.6. Program Development;
8.4.2.7. Complaints and the Complaint Process; and
8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. Outcome Measures & Performance Indicators: The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. Quality Improvement/Assurance: The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. Fiduciary & Programmatic Compliance: At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. Funds Provided Pursuant to this Agreement: For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. Definitions: For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;
13.1.2. Outreach;
13.1.3. Individual Peer Assistance;
13.1.4. Telephone Support during business hours;
13.1.5. A monthly newsletter;
13.1.6. Wellness Training;
13.1.7. Community Education; and
13.1.8. Monthly Educational Events to members.

13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the

public mental health services delivery system.

13.6. Peer support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

14.1. The Contractor shall maintain records of membership for purposes of validation of annual board elections and to support efficient and regular communications with membership regarding Contractor activities. Such records shall be considered confidential and shall not be disclosed to the public but shall be made available to BBH upon request to monitor compliance with this Agreement. The Contractor shall notify BBH in writing in the event that an officer of the Board of Directors is unavailable to fulfill their duties for more than two (2) months.

14.2. The Contractor shall convene at least monthly membership meetings to support the empowerment and inclusion of the membership in Contractor policy and program development. The Contractor shall encourage PSA members to attend Contractor Board of Director meetings, but that action will not meet the requirement of this Paragraph. The Contractor shall post the times and locations of Board of Director meetings for any interested members.

14.3. The Contractor's Board of Directors shall maintain written records of Board meetings to include topics discussed, action and vote. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall submit to BBH a copy of the Board minutes when submitting all other required quarterly reports.

14.4. The Contractor's Board of Directors shall have a documented orientation process and manual for Directors.

14.5. The Contractor's Board of Directors shall have annual training related to roles and responsibility of Directors including fiduciary responsibilities. The officers of the Board of Directors shall have written descriptions of their duties. The Contractor shall have on file the most recent revision date with officers designated, date joined, term number, length of term, membership expiration date, all addresses, e-mail addresses, and telephone numbers listed.

14.6. The Contractor's Board of Directors shall assure that the Contractor has an Accounting Manual specific to the agency. The Accounting Manual shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;
14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
14.6.3. Internal Control Procedures; and
14.6.4. Expense Reimbursement and Advance Policy.

14.7. It is required by both State Administrative Rules and PSA Bylaws that the Contractor's Board of Directors has a minimum of nine (9) current and active Board of Directors members. If the Board of Directors membership falls below the required BBH minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately. If the Contractor's Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

16. Executive Director - Monthly Meeting Attendance: The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. Regional Community Support Meetings: At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings. The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

18. Newsletters/Calendars: Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

19. Changes to Budget Personnel Form B: The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it be for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

20. DMV Check / Defensive Driving: The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form, that those records indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

21. Increase the Unduplicated Numbers Served: In FY 2014 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2013. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2014 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be closely monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2014 may jeopardize future funding increases.

22. Purging Of Member Lists: Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook and shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

23. Peer Support Services: The Contractor shall provide peer support services to geographic region 9 (Dover/Rochester area).

24. Memorandum of Understanding: Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2014.

25. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

Contractor Initials:
Date: 4/30/13

FY2014
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and **Tri-City Consumers' Action Co-operative**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2014. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91–A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

I. PERFORMANCE DOMAINS

A. FISCAL DOMAIN

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. Current Ratio

Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
Formula: Total current assets divided by total current liabilities.
Performance Standard: The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. Accounts Payable

Definition: The Contractors timeliness in paying invoices.
Performance Standard: The Contractor shall not have outstanding invoices greater than sixty (60) days.

3. Budget Management

Definition: Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year –to-date basis the percentage of the Contractors budget executed year-to-date.
Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. COMPLIANCE DOMAIN

1. Consumer Control

Rationale: Peer Support Agencies are consumer run and controlled.
Definition: Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.
Source of Data: BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. Board Of Directors Development

Rational: Members of the Board of Directors understand their roles and responsibilities.
Definition: There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

II. REMEDIATION PROCESS

A. REMEDIATION PROCESS FOR FISCAL DOMAIN

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.

2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.

3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.

4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

Agency: **Tri-City Consumers' Action Co-operative**	**DHHS/Division of Community Based Care Services** **The Bureau of Behavioral Health**
Name/Title: DAVID W. ECONOMOS TREASURER	**Name/Title:** **Nancy L. Rollins, Associate Commissioner**
Signature: David W. Econ	**Signature:** Nancy L. Rollins
Date: 4/30/13	**Date:** 5/8/13

Contractor Initials: DWE
Date 4/30/13

PEER SUPPORT AGENCY SCOPE OF SERVICES FY14

Agency: Tri-City Consumers' Action Co-Operative
Fiscal Period: 7/1/13 - 6/30/14

Date Prepared: 3/29/2013
Prepared By: Martha Jo Hewitt

	Peer Support Program 111a	Peer Support Program 211a	Peer Support Program 311a	Warm Line 211b	Outreach 111b	Vocational Support 111d	Respite 111e	Other 111f
PROGRAM NAME	Tri-City Consumers' Co-Operative							
Check program components:								X
Monthly education	X							
Monthly newsletter	X							
Wellness training	X							
Peer support	X							
Telephone support	X							
Individual Peer Assistance	X							
Outreach	X							
Transportation	X							
Educational/vocational	X							
Other, specify:								
LOCATIONS—at the PSA	X							
Community	X							
NHH								
Other, sp:								
POPULATIONS -Adults	X							
Older Adults	X							
People with Mental Illness Who are Homeless	X							
DATES OF START (only if not July 1)								
SERVICE COMPLETION (only if not June 30)								

(comments here)

PEER SUPPORT SERVICES

144TCC
Fiscal Year / Site

Tri-City Consumers' Action Co-operative
Organization

Martha Jo Hewitt
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
I. MEMBERSHIP					
A1) Members 59 and under	213	17	17	17	264
A2) Members 60 and over	25	3	3	3	34
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	238	20	20	20	298
B1) New Members 59 and under (unduplicated within category at end of reporting period)	60	17	17	17	111
B2) New Members 60 and over (unduplicated within category at end of reporting period)	6	2	2	2	12
II. PSA MEMBERS AND PARTICIPANTS SERVED					
A1) Total Unduplicated Members/Participants 59 and under (served in all programs)	142	26	21	24	213
A2) Total Unduplicated Members/Participants 60 and over (served in all programs)	10	3	3	3	19
A3) Total Unduplicated Members/Participants Served in All Programs	152	29	24	27	232
III. PSA GUESTS SERVED					
A1) Total Number of Guests (unduplicated)	157	37	38	37	269
IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION					
A) Total Visitors (unduplicated members and participants only)	177	32	39	36	284
B) Total Visit Days (members and participants only)	791	938	968	899	3596
C) Average Daily Visits (# of visit days/number of days open in reporting period)	13	16	18	16	
D) Number of Daytime Hours Each Week	40	40	40	40	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	40	40	40	40	
G) Number of Days the Program was Open in the Quarter	64	60	60	60	244
H1) Number of Peer Support Groups Each Week *("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)*	15	16	17	15	
H2) Number of Other Groups Each Week *("Other Groups" include meals, recreational and social groups)*	10	13	11	11	
V. OUTREACH FACE TO FACE					
A) Number of Face to Face Contacts	47	45	49	46	187
VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH					
A) Peer Support Telephone Calls Made	38	38	39	38	153
B) Peer Support Telephone Calls Received	170	210	147	175	702
VII. WARMLINE					
A) Warmline Telephone Calls Made	0	0	0	0	0
B) Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

144TCC
Fiscal Year / Site

Tri-City Consumers' Action Co-operative
Organization

Martha Jo Hewitt
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
VIII. VOCATIONAL					
A) Number of Members/Participants Who Receive Vocational Services (unduplicated)	21	13	17	17	68
B) Number of Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	2	0	0	0	2
IX. CRISIS RESPITE UTILIZATION					
A) Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Total Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
X. HOUSING					
A) Total Housing (unduplicated)	0	0	0	0	0
B) Transitional Housing only-Number of bed days/quarter	0	0	0	0	0

XI. MONTHLY EVENTS	1st Month	2nd Month	3rd Month	
A) Monthly Educational Events Y/N	yes	yes	yes	
B) Monthly Newsletters Y/N	yes	yes	yes	

XII. TRAINING					
A) Number of Members/Participants/Staff trained in Peer Support (unduplicated)	0	0	6	4	10
B) Number of Members/Participants/Staff trained in Wellness Self Management (unduplicated)	0	0	0	4	4

FY2014
EXHIBIT B
METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Retirement	$1,770
Total	**$1,770**

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:

8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.

8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund:	$64,873
Federal Funds:	$87,752
CFDA #:	93.958
Federal Agency:	U.S. Department of Health and Human Services
	Program Title: Block Grants for Community Mental Health Services
Amount:	$87,752

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102
05-95-92-920010-7143-102

Contractor Initials: DWE
Date: 4/30/13

FY2014
EXHIBIT C
SPECIAL PROVISIONS

1. Add the following to Paragraph 1.:

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

2. Add the following to Paragraph 4.:

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement 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.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

3. Add the following to Paragraph 6.:

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

4. Add the following to Paragraph 7.:

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

5. Replace Subparagraphs 8.1. through 8.1.3. with the following:

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.
8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.
8.1.7. Failure to comply with any covenants or conditions in this Agreement.
8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars ($10,000) or more.

6. Add the following to Subparagraph 8.2.:
8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

7. Add the following to Paragraph 8.:
8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

8. Add the following to Paragraph 9.:
9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.
9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
9.5.1. The Income Statement shall be based on the accrual method of accounting.
9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:
9.5.2.1. Mortgage payments shall include both principal and interest;
9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.
9.5.2.3. Capital expenditures shall be included on the Form A.
9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.
9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.
9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.
9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds $500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.
9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for

any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10. Replace Paragraph 12. with the following:

ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars ($10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars ($10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars ($10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than $500,000, replace Paragraph 14.1.1. with the following:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate; and

13. Add the following to Paragraph 14.:

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

14. Add the following to Paragraph 20.:

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

20.3.2. To make cash payments to intended recipients of health services.

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

20.3.4. To satisfy any requirement for the expenditure of non Federal funds as a condition of a receipt of Federal funds; or

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

20.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of $125,000 per year.

20.6. Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

20.6.1. All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

20.6.2. The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars ($10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.3. Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.4. In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

20.6.5. Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

20.6.6. Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

20.6.7. Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

20.6.8. Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

20.6.8.1. Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

20.6.8.2. Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

20.7. The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

20.8. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

Contractor Initials: WE
Date 4/30/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

Tri-City Consumers' Action Co-operative — From: 7/1/2013 To: 6/30/2014
(Contractor Name) (Period Covered by this Certification)

DAVID W. ECONOMOS — TREASURER
(Name & Title of Authorized Contractor Representative)

David W. Economos — 4/22/13
(Contractor Representative Signature) (Date)

Contractor Initials: DWE
Date: 4/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 07-01-13 through 06-30-14

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.

David W. Economos — DAVID W. ECONOMOS TREASURER
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Tri-City Consumers' Action Co-operative — 4/22/13
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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Date: 4/22/13

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

David W. Economos — DAVID W. ECONOMOS TREASURER

(Contractor Representative Signature) **(Authorized Contractor Representative Name & Title)**

Tri-City Consumers' Action Co-operative — 4/22/13

(Contractor Name) **(Date)**

Contractor Initials: DWE

Date: 4/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. **By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.**

David W. Economos — DAVID W. ECONOMOS TREASURER

(Contractor Representative Signature) **(Authorized Contractor Representative Name & Title)**

Tri-City Consumers' Action Co-operative 4/22/13

(Contractor Name) **(Date)**

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

David W. Economos — DAVID W. ECONOMOS TREASURER

(Contractor Representative Signature) **(Authorized Contractor Representative Name & Title)**

Tri-City Consumers' Action Co-operative — 4/22/13

(Contractor Name) **(Date)**

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

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k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: DWE
Date: 4/23/13

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

NH DHHS, Div of Community Based Care Services Bureau of Behavioral Health	**Tri-City Consumers' Action Co-operative**
The State Agency Name	Name of the Contractor
Nancy L. Rollins	David W. Economos
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	DAVID W. ECONOMOS
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	TREASURER
Title of Authorized Representative	Title of Authorized Representative
5/8/13	4/23/13
Date	Date

Contractor Initials: DWE
Date: 4/23/13

STANDARD EXHIBIT J

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:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. 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.

David W. Econom — DAVID W. ECONOMOS TREASURER

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Tri-City Consumers' Action Co-operative 4/23/13

(Contractor Name) (Date)

Contractor initials: DWE
Date: 4/23/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

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: **967327925**

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Tri-City Consumer's Cooperative
Rochester, New Hampshire

We have audited the accompanying statements of financial position of Tri-City Consumer's Cooperative (a nonprofit organization) as of June 30, 2012 and 2011 and the related statements of activities and changes in net assets, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-City Consumer's Cooperative as of June 30, 2012 and 2011, and the changes in net assets and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
July 27, 2012

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2012 AND 2011

ASSETS	**2012**	**2011**
CURRENT ASSETS		
Cash and cash equivalents, non-BBH refundable	$ 50,521	$ 54,903
Cash and cash equivalents, BBH refundable	29,295	16,357
Deposits	3,350	3,350
Prepaid expenses	5,238	3,464
Total Current Assets	88,404	78,074
PROPERTY AND EQUIPMENT, at cost		
Vehicles	19,830	19,830
Furniture and fixtures	10,151	9,551
Total property & equipment	29,981	29,381
Less accumulated depreciation	28,594	27,413
	1,387	1,968
Total Assets	89,791	80,042
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	4,245	2,448
Accrued expenses	5,755	11,028
Refundable BBH advance	29,295	16,357
Total Current Liabilities	39,295	29,833
NET ASSETS		
Unrestricted	50,496	50,209
Total Liabilities and Net Assets	$ 89,791	$ 80,042

See Independent Auditors' Report and Notes to Financial Statements

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	$ 132,418	$ 154,418
Donations	287	-
Donations, non-cash	446	-
Interest income	25	61
Other income	-	3
Total support and revenue	133,176	154,482
EXPENSES		
Wages	$ 68,465	$ 87,951
Employee benefits	6,740	12,978
Payroll taxes	7,014	8,024
Rent	20,160	19,200
Office supplies	2,314	1,792
Building supplies	1,194	790
Food and other consumable supplies	356	1,916
Telephone	1,659	1,793
Utilities	3,941	4,331
Insurance	4,697	6,265
Repairs and maintenance	1,064	840
Audit fees	4,133	4,200
Transportation and travel	5,922	5,413
Member training	1,583	2,165
Depreciation	1,181	3,679
Postage	749	684
Printing	193	479
Miscellaneous	1,524	140
Total expenses	132,889	162,640
Increase (Decrease) in unrestricted net assets	287	(8,158)
Unrestricted net assets, beginning of year	50,209	58,367
Unrestricted net assets, beginning of year	$ 50,496	$ 50,209

See Independent Auditors' Report and Notes to Financial Statements

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets, current year	$ 287	$ (8,158)
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	1,181	3,679
(Increase) decrease in operating assets:		
Prepaid expenses	(1,774)	(929)
Increase (decrease) in operating liabilities:		
Accounts payable	1,797	(957)
Accrued expenses	(5,273)	(1,967)
Refundable BBH advance	12,938	(3,024)
Net cash provided (used) by operating activities	9,156	(11,356)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of fixed assets	(600)	-
Net increase (decrease) in unrestricted cash	8,556	(11,356)
Unrestricted Cash and Cash Equivalents, Beginning of Year	71,260	82,616
Unrestricted Cash and Cash Equivalents, End of Year	$ 79,816	$ 71,260
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Non-cash donations	$ 446	$ -

See Independent Auditors' Report and Notes to Financial Statements

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE

36 Wakefield Street
Rochester NH 03867
(603) 948-1043
tricitycoop@metrocast.net

MISSION STATEMENT

Rev. 10-27-11

We are dedicated to providing an alternative, non-medical approach to wellness and recovery. We offer a non-judgmental, non-critical, safe, supportive and educational environment for individuals struggling and recovering with a variety of mental health issues. Staff and members share leadership and decision making. This agency is a place where people practice relational skills, patience, respect and tolerance for diversity. Members learn to see themselves as citizens of the greater community.

KEY ADMINISTRATIVE PERSONNEL - FY2014

TRI-CITY CONSUMER ACTION CO-OP

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Martha Jo Hewitt	1.00	$ 32,240.00	$ 32,240.00	100%
		0.00	$ -		

MARTHA JO HEWITT

Management .... Operations & Planning .... Administration & Support

Professional capable of immediate impact on an organization's issues, with respect to the planning, coordination and implementation of programs and activities in support of organizations' mission, strategic and organizational planning, program/project management, staff development and training, operations and administration.

Summary of Qualifications

Advanced Degree in Business Administration with extensive professional domestic and international experience in administration and planning, performance analysis, program/project management, building partnerships and alliances, staff development and training, business operations and administration. Bottom line administrator with a solid track record for increasing operational efficiency, generating costs savings and improving administrative and operational procedures. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed and implemented policies and procedures with respect to strategic and organizational planning, administrative operations and support programs, program/project management and planning, productivity improvements, operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done.

Expertise and knowledge in areas such as:

- Management/Operations
- Program/Project Development
- Budget Development/Implementation -
- Needs Assessment/Evaluation
- Strategic/Organizational Planning
- Planning & Scheduling
- Training & Education
- Performance Analysis
- Facilitator
- Community Relations
- Staff Development
- Policy Design
- Team Building
- Cost Controls
- Computer Proficient

Selected Accomplishments

Rebuilding a small state funded Peer Support Agency. Developing fundraising and grant opportunities, establishing and maintaining relationships with like agencies, creating new programs, maintaining a leased facility, working directly with the members; while working within the framework of a state contract. Collaborating with organizations to provide needed services for members of the agency. Working with a board to establish the vision and goals of the agency and then implementing those goals.

Created and Balanced an organizational budget of between $750,000.00 and $780,000.00. Researched, submitted and received grant moneys from individuals and corporations. Initiated and directly involved with successful fundraising events. I like to think outside the box.

Developed and ***Implemented*** a new training program from "scratch" for a team-based organization of over 50 employees, covering 17 different job classifications in 14 locations. Instituted the administrative function of the training effort.

Professional Experience

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE, Rochester NH 2012 -

Executive Director

- Manage the business operations of a state funded non-profit organization. Responsible for the over-all direction of the administrative, human resource, financial, development and program activities.
- Providing confidential services for members in crisis, addressing problematic member behavior and determining the proper course of action that complies with policies and procedures.
- Responsible for 4 full/part time employees and interns.
- Overseas a yearly budget that complies with the NH Bureau of Behavioral Health federal block grant and other funding source guidelines.
- Attend monthly board meetings and implement the vision and goals established by the board.

COCHECO VALLEY HUMANE SOCIETY, Dover NH 2007 – 2011

Executive Director

- Manage the business operations of a private non-profit organization. Responsible for the over-all direction of the administrative, human resource, financial, development and program activities.
- Restructuring the organization in preparation for a capital campaign and a move to a new state of the art facility.
- Responsible for 30 full and part time employees and over 250 volunteers
- Work with the Board of Directors in defining the direction and vision of the organization.

AMERICAN RED CROSS – GREAT BAY CHAPTER, Newington, NH 2005-2006

Director of Health and Safety

- Supervised the operational and administrative efforts of over 250 volunteer Instructors.
- Responsible and accountable for those activities conducted within the chapter's jurisdiction in supporting 39 communities.
- Created innovated techniques to streamline daily operations. Responded to all health and safety queries in accordance with chapter and national policies and procedures.

THE CALUMET GROUP, Seoul, South Korea 2002-2004

Project Director (2003-2004)

- Managed a staff of 50 employees and a $1.5 million budget. Responsible for the management of an overseas Department of Defense Umbrella Contract for the Calumet Group.
- Established and maintained strong lines of communication with the President of the company, the home office in the United States, and 14 offices throughout the Korean Peninsula.
- Managed a highly successful effort to develop and align the capabilities of this Department of Defense contractor providing social service support to soldiers and their families and ensuing compliance with DOD guidelines and regulations.

Project Trainer (2002-2003)

- Developed, implemented and managed The Right Start Training Program. This was an internal training curriculum of The Calumet Group.

- Monitored the training needs and future goals of over 50 employees, covering 17 different job classifications in 14 locations.
- Processed all new employees on the policies and procedures of the company, as well as the job responsibilities, based on the government contract.

AMERICAN RED CROSS (ARC) 1994-2002

Service Center Coordinator – Central LA Chapter, Ft. Polk, LA (2000-2002)

- Managed a staff of 15 volunteers and was responsible for providing American Red Cross services to both military and civilian communities as an extension of the Central Louisiana Chapter.
- Organized and trained volunteers, to include youth, to be members of Disaster Action Teams, able to respond to single family fires and natural/manmade disasters.
- Promulgated the American Red Cross image by spearheading successful fund-raising activities yielding monies to maintain critical services throughout the community.

Previous positions with American Red Cross included Associate, Emergency Field Operations ARC Headquarters, Station Chairman, ARC Ft. Carson, CO, Director, Human Resources & Education and Director of Volunteer Services at the American Red Cross Alexandria VA Chapter.

Education & Training

Master of Science in Business Administration, Boston University
Bachelor of Science, Pre-Veterinarian Medicine, University of New Hampshire
Associate of Arts, Liberal Arts, Colby Sawyer College

Tri-City Consumers' Action Co-Operative: Intentional Peer Support, Wellness, Recovery Action Plan (WRAP), Defensive Driving, Sexual Harassment
Cocheco Valley Humane Society: Coaching Skills for Managers and Supervisors, Small Animal Handling training, Leadership Seacoast, Animal Sheltering Workshop and Drill
American Red Cross: Instructor Trainer – Health and Safety courses, Instructor – Disaster Services,
Personnel Practices for Supervisors, Armed Forces Emergency Services courses, Paid and Volunteer Staff Relationships, Health and Safety Administrator Training, previous DAT member, ERV qualified and NIMS training
The Calumet Group: Assertiveness Training, Customer Service, EEO/Prevention of Sexual Harassment, Problem Solving, Stress Management, Train the Trainer
Board Member for the New Hampshire Disaster Animal Response Team (NHDART)
CERT Trained
Notary Public

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
BOARD OF DIRECTORS
March 28, 2013

PRESIDENT
Sharon Reynolds

VICE-PRESIDENT
Kathy Downing

TREASURER
David Economos

SECRETARY
Elaine Weatherbee

Steve Brochu

Michelle Donovan

Jessica Garlough

Jennifer Grace

Carmen Martell

Sally Newman

Rachel Redfearn

EXECUTIVE DIRECTOR
Martha Jo Hewitt

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-CITY CONSUMERS' ACTION CO-OPERATIVE is a New Hampshire Consumer Cooperative Association formed under RSA 301-A on December 30, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April, A.D. 2013

William M. Gardner
Secretary of State

Region: Region 9

Program: Tri City Consumers Action Co-operative

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program 111a
400	**PROG. SERV. FEES**			
401	Net client fees	0	0	0
402	HMO's	0	0	0
403	BC/BS	0	0	0
404	Medicaid	0	0	0
405	Medicare	0	0	0
406	Other insurance	0	0	0
411	Other program fees	0	0	0
	Subtotal	0	0	0
420	**PROG. SALES**			
421	Production	0	0	0
422	Service	0	0	0
430	**PUBLIC SUPPORT**			
431	United Way	0	0	0
432	Local/County Government	0	0	0
433	Donations/Contributions	0	0	0
435	Other public support	0	0	0
436	DVR	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0
438	DCYF	0	0	0
439	State Emergency Shelter Grant	0	0	0
440	**FEDERAL FUNDING**			
441	Block Grants	87,752	0	87,752
442	Community Support Prog	0	0	0
443	CSP Anticipated (amendment)	0	0	0
444	HUD	0	0	0
445	Other federal grants	0	0	0
446	PATH	0	0	0
447	CARE NH	0	0	0
448	MHSIP	0	0	0
450	RENTAL INCOME	0	0	0
460	INTEREST INCOME	0	0	0
470	IN-KIND DONATIONS	0	0	0
480	**BBH**			
481	Community Mental Health	64,873	0	64,873
482	Community Developmental Services	0	0	0
490	OTHER REVENUES	0	0	0
491	Other DBH (carry over)	0	0	0
	Subtotal	152,625	0	152,625
500	GM Allocation	0	0	0
TOTAL PROGRAM REVENUES		152,625	0	152,625

Region: Region 9

Program: Tri City Consumers Action Co-operative

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program 111a
600	**PERSONNEL COSTS**			
601	Salary & Wages	86,299	0	86,299
602	Employee Benefits	10,066	0	10,066
603	Payroll taxes	6,602	0	6,602
	Subtotal	102,967	0	102,967
610	Client Wages	0	0	0
620	**PROFESSIONAL FEES**			
621	Substitute Staff	0	0	0
622	Client Evaluations/Services	0	0	0
624	Accounting	0	0	0
625	Audit Fees	4,400	0	4,400
626	Legal Fees	0	0	0
627	Other Professional Fees/Consult	0	0	0
630	**STAFF DEV & TRNG.**			
631	Journals & Publications	0	0	0
632	In-Service Training	0	0	0
633	Conferences & Conventions	0	0	0
634	Other Staff Development	0	0	0
640	**OCCUPANCY COSTS**			
641	Rent	22,230	0	22,230
642	Mortgage Payments	0	0	0
643	Heating Costs	0	0	0
644	Other Utilities	2,800	0	2,800
645	Maintenance & Repairs	600	0	600
646	Taxes	0	0	0
647	Other Occupancy Costs	0	0	0
650	**CONSUMABLE SUPPLIES**			
651	Office	1,600	0	1,600
652	Building/Household	1,000	0	1,000
653	Educational/Training	0	0	0
654	Production & Sales	0	0	0
655	Food	300	0	300
656	Medical	0	0	0
657	Other Consumable Supplies	257	0	257
660	CAPITAL EXPENDITURES	0	0	0
665	DEPRECIATION	0	0	0
670	EQUIPMENT RENTAL	2,275	0	2,275
680	EQUIPMENT MAINTENANCE	0	0	0
	Subtotal page	138,429	0	138,429

Region: Region 9

Program: Tri City Consumers Action Co-operative

FISCAL PERIOD: FY2014 Contract

		Total Agency	Total Administration	Peer Support Program 111a
Total Carried Forward		138,429	0	138,429
700	ADVERTISING	0	0	0
710	PRINTING	0	0	0
720	TELEPHONE/COMMUNICATIONS	3,100	0	3,100
730	POSTAGE/SHIPPING	450	0	450
740	**TRANSPORTATION**			
741	Board Members	0	0	0
742	Staff	150	0	150
743	Clients	5,800	0	5,800
744	Delivery Products	0	0	0
750	**ASSIST.TO INDIVIDUALS**			
751	Client Services	0	0	0
752	Clothing	0	0	0
760	**INSURANCE**			
761	Malpractice & Bonding	1,246	0	1,246
762	Vehicles	1,800	0	1,800
763	Comprehensive Property & Liability	1,650	0	1,650
770	MEMBERSHIP DUES	0	0	0
800	OTHER EXPENDITURES	0	0	0
801	INTEREST EXPENSE	0	0	0
802	IN-KIND EXPENSE	0	0	0
	TOTAL EXPENSES	152,625	0	152,625
900	ADMINISTRATIVE ALLOCATION	0	0	0
	TOTAL PROGRAM EXPENSES	152,625	0	152,625
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)
	Verification of Balancing s/b 0	(0)		

Client#: 36350 TRICO3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/02/2012

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER People's United Ins. Agency NH 501 Islington Street 3rd Fl. Portsmouth, NH 03801	CONTACT NAME: Donna Walsh PHONE (A/C, No, Ext): 603 427 7562 FAX (A/C, No): 603 427 7570 E-MAIL ADDRESS: donna.walsh@peoples.com
INSURED Tri-City Consumer Action Cooperative 36 Wakefield St. Rochester, NH 03867-1929	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Safeco Insurance Co of America INSURER B : Ace Insurance INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			01CE91975090	08/02/2012	08/02/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$1,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY			01CE91975090	08/02/2012	08/02/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			6S62UB4767P50111	07/26/2012	07/26/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Professional Liab			LP7765791M	08/02/2012	08/02/2013	$1,000,000/$3,000,000	
	Employee Benefits			01CE91975090	08/02/2012	08/02/2013	$1,000,000/$3,000,000	
	Empl. Dishonesty			01CE91975090	08/02/2012	08/02/2013	$50,000	

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Board of directors automatically excluded

CERTIFICATE HOLDER

Bureau of Behavioral Health
Att: Sandy Lawrence
Main Bldg. Rm.214S
Contract Management 105 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donna L. Walsh

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The ACORD name and logo are registered marks of ACORD

DOW

Region IX
Tri-City Consumer Action Cooperative

Communities Served:

Barrington
Dover
Durham
Farmington
Lee
Madbury
Middleton
Milton
New Durham
Rochester
Rollinsford
Somersworth
Strafford

Peer Support Services

Establishment Dates

Agency	Date Established
Monadnock Area Peer Support Agency 64 Beaver Street PO Box 258 Keene NH 03431	10-23-95
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6 5 Pine Street Extension, Unit B PO Box 1564 Nashua NH 03060	02-19-09
Lakes Region Consumer Advisory Board 328 Union Avenue PO Box 304 Laconia NH 03246	10-19-93
On the Road to Recovery, Inc. 13 Orange Street PO Box 1721 Manchester NH 03105	11-16-88
Seacoast Consumer Alliance Peer Support Center, Inc. 544 Islington Street Portsmouth NH 03801	06-08-92
The Alternative Life Center 486 White Mountain Highway PO Box 241 Conway NH 03818	01-15-99
The Stepping Stone Drop-In Center Association 108 Pleasant Street Claremont NH 03743	09-08-95
Tri-City Consumers' Action Co-operative, Inc. 36 Wakefield Street Rochester NH 03867-1929	12-30-94