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

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

Sheri Rockburn
Director

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 12, 2014

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

45% GF
55% Fed

Requested Action

1. 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 \$2,759,480 in the aggregate, effective July 1, 2014, or the date of Governor and Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	Location	Amount
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$ 386,264
Lakes Region Consumer Advisory Board DBA CornerBridge	Laconia, NH	\$ 344,630
Monadnock Area Peer Support Agency	Keene, NH	\$ 184,017
On The Road To Recovery, Inc.	Manchester, NH	\$ 453,109
Seacoast Consumer Alliance Peer Support Center, Inc.	Portsmouth, NH	\$ 248,574
The Alternative Life Center	Conway, NH	\$ 502,514
The Stepping Stone Drop-In Center Association	Clairmont, NH	\$ 426,737
Tri-City Consumers' Action Co-operative	Rochester, NH	\$ 213,635
Total		\$2,759,480

Funds are available in the following accounts in state fiscal year 2015:

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)

2. Contingent upon approval of Requested Action #1, authorize an advance payment up to a maximum of one-twelfth of the contract price limitation.

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 \$2,759,480. This represents the complete procurement of peer support services for state fiscal year 2015.

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 2,293 consumers during fiscal year 2015.

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 17, 2014 to April 21, 2014. 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 2015.

Should Governor and Council determine not to approve this Request, 2,293 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.

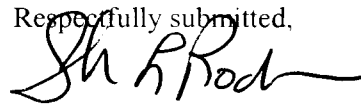
Any advance payments initiated under these contracts will only be approved after an extensive financial review has determined their necessity to assure continuity of programs and services to clients.

Area served: Statewide.

Source of funds: 45% General Funds and 55% Federal Funds.

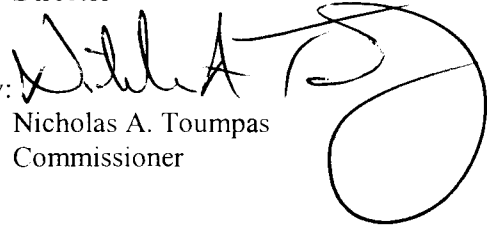
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Sheri L. Rockburn
Director

Approved by:



Nicholas A. Toumpas
Commissioner

**BUREAU OF BEHAVIORAL HEALTH
STATE FISCAL YEAR 2015 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)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207011	\$223,873

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

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207011	\$190,114

Lakes Region Consumer Advisory Board DBA CornerBridge (Vendor number 157060)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207011	\$153,135

Monadnock Area Peer Support Agency (Vendor number 157973)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207011	\$81,981

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

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207011	\$172,083

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

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207011	\$201,863

Seacoast Consumer Alliance Peer Support Center, Inc. (Vendor number 157070)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207011	\$110,741

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

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207011	\$95,176

Subtotal

\$1,229,367

**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)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$278,641

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

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$236,623

Lakes Region Consumer Advisory Board (Vendor number 157060)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$191,095

Monadnock Area Peer Support Agency (Vendor number 157973)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$102,036

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

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$214,181

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

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$251,246

Seacoast Consumer Alliance Peer Support Center (Vendor number 157070)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$137,833

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

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$118,459

Subtotal	\$1,530,113

Total	\$2,759,480

FY 2015 PSA Proposal Final Ranking Sheet

PEER SUPPORT PROPOSAL FINAL SCORES												
RANKING *	TOTAL SCORE	AGENCY	RFP SECTION									
			A	B	C	D	E	F	G	H	I	J
			5	25	22	6	6	10	5	2	2	12
		MAX PTS POSSIBLE PER SECTION										
1	86.10	Stepping Stone	4.60	24.00	18.60	6.00	6.00	9.00	1.80	1.00	1.60	8.5
2	84.00	On The Road To Recovery	3.80	20.00	20.00	6.00	6.00	9.20	1.80	1.40	1.30	10.5
3	79.60	TriCity Coop	4.80	15.60	20.60	5.10	5.20	8.80	2.00	1.20	1.80	10.5
4	78.40	Alternative Life Center	4.40	19.00	19.00	5.20	5.40	8.80	1.60	0.70	0.80	9.5
5	75.35	HEARTS	4.20	18.80	17.40	5.50	3.80	8.40	1.90	1.60	0.00	9.75
6	74.70	Monadnock Peer Support Agency	3.80	17.80	18.30	5.20	4.40	8.80	1.80	1.60	2.00	9.00
7	69.40	Cornbridge/Lake Region Consumer Advisory Board	3.40	16.20	17.00	3.60	3.20	8.20	1.00	0.30	0.50	11
8	65.40	Seacoast Consumer Alliance	2.60	15.80	15.50	5.30	4.40	7.20	2.00	1.60	0.50	8.5

CRISIS RESPITE SECTION ONLY PROPOSAL FINAL SCORES												
RANKING *	TOTAL SCORE	AGENCY	RFP SECTION									
			A	B	C	D	E					
			40	15	10	5	30					
		MAX PTS POSSIBLE PER SECTION										
1	90.40	Stepping Stone	36.80	14.20	9.40	5.00	25.00					
4	89.30	Alternative Life Center	36.20	11.80	8.80	5.00	27.50					
5	86.60	HEARTS	34.00	10.20	8.40	4.50	29.50					
3	82.50	TriCity Coop	32.25	11.50	7.50	4.50	26.75					
6	72.80	Monadnock Peer Support Agency	31.00	8.00	7.80	5.00	21.00					

TRANSITIONAL HOUSING SECTION ONLY PROPOSAL FINAL SCORES												
RANKING *	TOTAL SCORE	AGENCY	RFP SECTION									
			A	B	C	D	E					
			40	15	10	5	30					
1	71.75	On The Road To Recovery	26.00	5.25	7.50	5.00	28.00					

Peer Support RFP Sections

- A Cover letter
- B Qualifications of Entity
- C Program Description
- D Member/Participant (Consumer) Control
- E Mentoring Future Program Leaders
- F Scope of Services
- G Statistical Pages
- H Cultural Competence
- I Sustainability for Funding
- J Financial Plan
- K Timeliness of the Annual Audit and Quarterly Reports

Peer Support Crisis Respite/Transitional Housing Program Sections

- A Program Description:
- B Member/Participant (Consumer) Control:
- C Scope of Services:
- D Statistical Pages:
- E Financial Plan:

Review Team Members

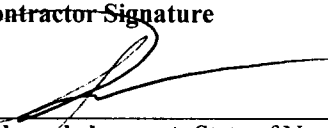
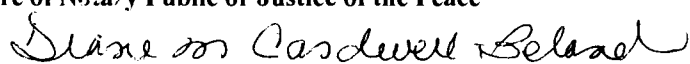
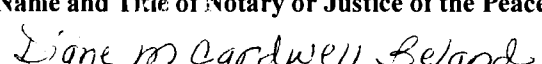
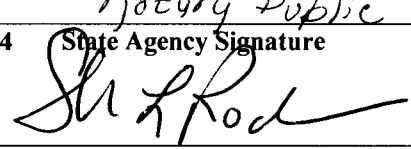
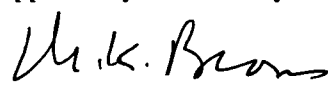
Reviewer #1 David Andre, Consumer Consultant
Reviewer #2 Martha Fuller, Director, Consumer & Family Affairs, Bureau of Behavioral Health, DHHS
Reviewer #3 Lorie Ripley, Training & Development Program Coordinator, Bureau of Behavioral Health, DHHS
Reviewer #4 Thomas Grinley, Program Planner, Consumer & Family Affairs, Bureau of Behavioral Health, DHHS
Reviewer #5 Ann Driscoll, Administrator, Division of Community Based Care Services, DHHS

(Minus Statistical/Financial Review - Sections H, & I)
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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 06-30-2015	1.8 Price Limitation \$386,264.
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director, DHHS, DCBCSr		1.10 State Agency Telephone Number 603-271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Pat Worsley, President of the Board	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On 5/8/14, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace  Notary Public my commission expires <u>September 17, 2016</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director, DHHS, DCBCS	
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:  On: <u>6/4/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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



8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

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.

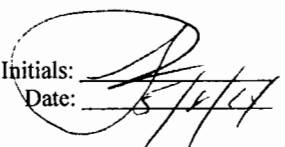
The signature is a stylized, cursive mark. The date written below it is 5/16/17.

EXHIBIT A
SCOPE OF WORK
FY 2015

I. PEER SUPPORT SERVICES

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.

Contractor Initials:

Date: 5/8/14

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.

Contractor Initials:

Date: 5/1/14

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. BBH Requirements for Board of Directors: The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If 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.

14.3. Board of Director Job Descriptions: The Board of Director Members and Officers shall have written descriptions outlining their duties.

14.4. Board of Director Orientation: The Board of Directors shall have a documented Orientation Process and Manual.

14.5. Board of Director Trainings: The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This 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. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

14.8. Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

14.9. Board of Director List: The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

14.10. Annual Board Elections: The process and results of annual board elections shall be documented and kept on file at the agency.

14.11. Change in Board of Director Membership: BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

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.

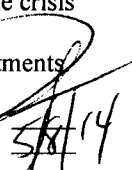
Contractor Initials:

Date: 5/8/14

- 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.
- 18. Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.
- 19. 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.
- 20. 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 is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.
- 21. 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. Those records must 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.
- 22. Increase the Unduplicated Numbers Served:** In FY 2015 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2014. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2015 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2015 may jeopardize future funding increases.
- 23. 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. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.
- 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 2015.

II. PEER OPERATED CRISIS RESPITE PROGRAM

- 1. Crisis Respite Program Description:** The Contractor may provide a peer operated crisis respite program. The program shall provide early intervention for individuals (18) years of age and older who have a mental illness and are experiencing a crisis in the community. The program shall provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization. These interventions are done using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
- 2. Crisis Respite Program Goals and Objectives:** The peer operated crisis respite program shall incorporate the following goals and objectives:
- 2.1. Purpose:** Provide crisis respite services that are designed to provide a safe community-based environment and reduce the need for hospitalization.
 - 2.2. CMHC Referrals:** Develop a referral process to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
 - 2.3. Other Peer Support Services:** Offer other peer support agency services and supports during the course of stay at the crisis respite program.
 - 2.4. Transportation:** Provide of transportation to and from the crisis respite program to other community-based appointments

Contractor Initials: 
Date: 5/8/14

2.5. Assessment: Administer an functional assessment at the time of entry and exit from the program.

2.6. Wellness and Recovery: Provide individualized supports with a focus on wellness and recovery. This may include Wellness Recovery Action Plan (WRAP), if applicable.

2.7. Return to the Community: Support the individual in returning to participation in community activities, services and supports.

2.8. Health Needs: Ensure the individual's health needs are addressed during the course of their stay in the crisis respite program.

2.9. Other Community Services: Ensure communication with other service providers involved in the individual's care, with their written consent.

3. Staffing: The peer operated crisis respite program shall be staffed with trained personnel (24) twenty-four hours per day only when participants are in the program.

4. Training: The Contractor shall provide staff training in Intentional Peer Support (IPS); Wellness, Recovery, Action Plan (WRAP) and Crisis Intervention. All trainings shall be documented on the *Approved Staff Training Quarterly Report Form* and submitted with the *Quarterly Statistical Reports*.

5. Personnel Files: Personnel files must be current and include documentation of current trainings and certifications.

6. Quarterly Statistical Report Form: All services shall be reported on the *Quarterly Statistical Report Form* and submitted to BBH.

7. Functional Assessment Reporting: The Contractor shall implement an objective functional assessment, pre and post stay, to measure the efficacy of program. This information shall be reported to BBH every (6) six months.

8. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and 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.

MEMORANDUM OF UNDERSTANDING

FY 2015

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 VI**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2015. 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.

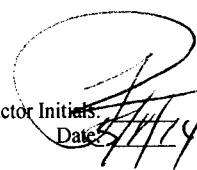
3. Budget Management

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.

Contractor Initials:
Date:



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.

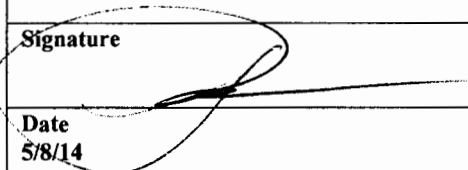
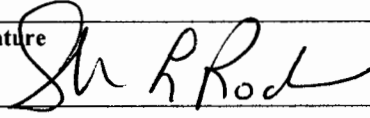
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

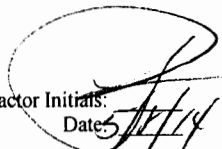
II. REMEDIATION PROCESS

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.

HEARTS FY15 MOU EXHIBIT A PSA

Agency: <u>HEARTS Peer Support Center of Greater Nashua</u> <u>Region VI</u>	DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health
Name/Title: Pat Worsley / President of the Board	Name/Title: Sheri L. Rockburn, Director
Signature 	Signature 
Date 5/8/14	Date 5/23/14

Contractor Initials:
Date: 

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

HEARTS PSC Region VI

Organization

Ken Lewis

Prepared By:

I. MEMBERSHIP

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
A2) Members 60 and over
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

500	35	35	35	605
25	2	2	2	31
525	37	37	37	636

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
B2) New Members 60 and over (unduplicated within category at end of reporting period)

40	30	30	30	130
4	2	2	2	10

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1)Unduplicated Members/Participants 59 and under (served in all programs)
A2) Unduplicated Members/Participants 60 and over (served in all programs)
A3) Unduplicated Members/Participants Served in All Programs

240	35	35	35	345
12	2	2	2	18
252	37	37	37	363

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

15	10	10	10	45

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
B) Total Visit Days (members and participants only)
C) Average Daily Visits (# of visit days/number of days open in reporting period)
D) Number of Daytime Hours Each Week
E) Number of Evening Hours Each Week
F) Number of Hours Open/Week (F=D+E)
G) Number of Days the Program was Open in the Quarter
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

225	70	30	30	355
1500	1000	1000	1000	4500
23	17	17	15	
44	44	44	44	
0	0	0	0	
44	44	44	44	
66	59	60	66	251
12	12	12	12	
6	6	6	6	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

2	2	2	2	8

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
B) Total Peer Support Telephone Calls Received

15	15	15	15	60
0	0	0	0	0

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

HEARTS PSC Region VI

Organization

Ken Lewis

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

7	7	7	7	28

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

15	15	15	15	60

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

40	50	60	70	220

B) Number of Persons Served (unduplicated)

10	15	20	25	70

C) Total Number of Admissions

15	20	25	30	90

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

B) Referral Source:

- b1) New Hampshire Hospital
- b2) Other Hospital
- b3) Other

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

B) Monthly Newsletters Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	
Y	Y	Y	

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	6	6	8	20
0	0	0	0	0

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

600	650	700	650	2600
275	300	325	300	1200

EXHIBIT B
METHODS OF PAYMENT
FY 2015

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:

Training and Development	\$ 6,434
Capital Expenditures	2,500
Crisis Respite	130,000
Retirement	2,110
Total	\$141,044

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.

Contractor Initials:
Date:

[Signature]
5/1/14

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: \$172,083

Federal Funds: \$214,181

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services

Program Title: Block Grants for Community Mental Health Services

Amount: \$214,181

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

FY15 Exhibit B PSA HEARTS

Contractor Initials:
Date: 5/18/14

Budget Form

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

HEARTS Peer Support Center of Greater
Bidder/Program Name: Nashua Region VI

Budget Request for: Peer Support and Crisis Respite Services
(Name of RFP)

Budget Period: 07-01-14 - 06-30-15

	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 171,083.00	\$ 42,771.00	\$ 213,854.00	processing, and communication
2. Employee Benefits	\$ 47,838.00	\$ 318.00	\$ 48,156.00	processing, and communication
3. Consultants (Payroll Taxes)	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 60,814.00	\$ 69.00	\$ 60,883.00	processing, and communication
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical (Clininical Services from GNMHC)	\$ 750.00	\$ -	\$ 750.00	
Office	\$ 2,205.00	\$ 245.00	\$ 2,450.00	processing, and communication
6. Travel	\$ 12,800.00	\$ 700.00	\$ 13,500.00	processing, and communication
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 4,400.00	\$ -	\$ 4,400.00	
Postage	\$ 663.00	\$ 50.00	\$ 713.00	processing, and communication
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 5,900.00	\$ -	\$ 5,900.00	
Insurance	\$ 7,900.00	\$ 200.00	\$ 8,100.00	processing and communication
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications (Advt. & Printing)	\$ 4,500.00	\$ 500.00	\$ 5,000.00	processing, and communication
11. Staff Education and Training	\$ 5,791.00	\$ 643.00	\$ 6,434.00	processing and communication
12. Subcontracts/Agreements (Accounting)	\$ 7,316.00	\$ -	\$ 7,316.00	
13. Other (Building Supplies):	\$ 1,900.00	\$ 200.00	\$ 2,100.00	processing, and communication
14. Other (Food Supplies)	\$ 2,948.00	\$ 327.00	\$ 3,275.00	processing, and communication
15. Other (Other Expenitures)	\$ 900.00	\$ 33.00	\$ 933.00	processing, and communication
16. Other (Capital Expenditures)	\$ 2,000.00	\$ 500.00	\$ 2,500.00	processing, and communication
TOTAL	\$ 339,708.00	\$ 46,556.00	\$ 386,264.00	

Indirect As A Percent of Direct

13.7%

Region: Region 6

Agency: H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6

FISCAL PERIOD: FY2015 Contract Ammended on 5 / 5 / 14

400	PROG. SERV. FEES	Total Agency	Total Administration	Peer Support Program 111a	Crisis Respite 111e	Other Non-BBH 111f
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	214,181	0	64,181	150,000	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	172,083	0	172,083	0	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	386,264	0	236,264	150,000	0
500	GM Allocation	0	0	0	0	0
	TOTAL PROGRAM REVENUES	386,264	0	236,264	150,000	0

Region: Region 6

Agency: H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6

FISCAL PERIOD: FY2015 Contract Ammended on 5 / 5 / 14

	Total Agency	Total Administration	Peer Support Program 111a	Crisis Respite 111e	Other Non-BBH 111f
600 PERSONNEL COSTS					
601 Salary & Wages	213,853	0	123,373	90,480	0
602 Employee Benefits	31,797	0	16,256	15,541	0
603 Payroll taxes	16,360	0	9,438	6,922	0
Subtotal	262,009	0	149,067	112,943	0
610 Client Wages	0	0	0	0	0
620 PROFESSIONAL FEES					
621 Substitute Staff	0	0	0	0	0
622 Client Evaluations/Services	750	0	0	750	0
624 Accounting	7,316	0	5,496	1,820	0
625 Audit Fees	5,900	0	5,000	900	0
626 Legal Fees	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0
630 STAFF DEV & TRNG.					
631 Journals & Publications	0	0	0	0	0
632 In-Service Training	6,434	0	5,434	1,000	0
633 Conferences & Conventions	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0
640 OCCUPANCY COSTS					
641 Rent	60,883	0	40,883	20,000	0
642 Mortgage Payments	0	0	0	0	0
643 Heating Costs	0	0	0	0	0
644 Other Utilities	0	0	0	0	0
645 Maintenance & Repairs	0	0	0	0	0
646 Taxes	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0
650 CONSUMABLE SUPPLIES					
651 Office	2,450	0	2,000	450	0
652 Building/Household	2,100	0	1,400	700	0
653 Educational/Training	0	0	0	0	0
654 Production & Sales	0	0	0	0	0
655 Food	3,275	0	1,800	1,475	0
656 Medical	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0
660 CAPITAL EXPENDITURES	2,500	0	1,551	949	0
665 DEPRECIATION	0	0	0	0	0
670 EQUIPMENT RENTAL	0	0	0	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0
Subtotal page	353,618	0	212,631	140,987	0

Region: Region 6

Agency: H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6

FISCAL PERIOD: FY2015 Contract Ammended on 5 / 5 / 14

	Total Agency	Total Administration	Peer Support Program 111a	Crisis Respite 111e	Other Non-BBH 111f
Total Carried Forward	353,618	0	212,631	140,987	0
700 ADVERTISING	2,500	0	1,500	1,000	0
710 PRINTING	2,500	0	1,500	1,000	0
720 TELEPHONE/COMMUNICATIONS	4,400	0	2,200	2,200	0
730 POSTAGE/SHIPPING	713	0	500	213	0
740 TRANSPORTATION					
741 Board Members	0	0	0	0	0
742 Staff	2,000	0	2,000	0	0
743 Clients	11,500	0	9,000	2,500	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	1,500	0	1,000	500	0
762 Vehicles	2,700	0	2,000	700	0
763 Comprehensive Property & Liability	3,900	0	3,000	900	0
770 MEMBERSHIP DUES	0	0	0	0	0
800 OTHER EXPENDITURES	933	0	933	0	0
801 INTEREST EXPENSE	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0
TOTAL EXPENSES	386,264	0	236,264	150,000	0
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0
TOTAL PROGRAM EXPENSES	386,264	0	236,264	150,000	0
SURPLUS/(DEFICIT)					
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	(0)	0
Verification of Balancing s/b 0	(0)				

BUDGET FORM C

PREPARED BY Ken Lewis
DATE PREPARED 3/27/14

A = Acquisition
R = Rehabilitation

PROGRAM	ITEM	NUMBER	COST PER ITEM	TOTAL COST	REQUEST	A	R
Peer Support Center	New or used Desktop computers	3	\$517.00	\$1,551.00	\$1,551.00	A	
Peer Support Crisis Respite Center	New or used Laptop computer	2	\$474.50	\$949.00	\$949.00	A	
Grand Total				\$2,500.00	\$2,500.00	A	

EXHIBIT C
SPECIAL PROVISIONS
FY 2015

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.

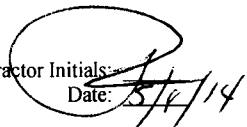
8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

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.

Contractor Initials: 
Date: 5/6/14

- 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.:

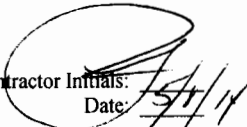
- 8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

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.

Contractor Initials: 
Date: 5/1/14

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.

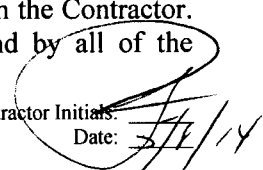
12.2. If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor 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.

Contractor Initials: 
Date: 5/7/14

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 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.

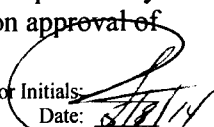
20.3.2. To make cash payments to intended recipients of health services.

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.

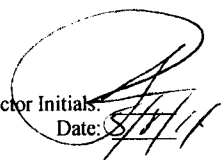
20.3.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or

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.

Contractor Initials: 
Date: 5/12/14

- 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.

Contractor Initials: 
Date: 8/11/11

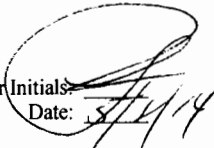
20.8. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may 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.

FY15 Exhibit C PSA

Contractor Initials: 
Date: 8/14/14

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: _____
Date: 4/20/04

- (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)

5 Pine Street Extension

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

HEARTS PSC OF GREATER NASHUA REG VI

From: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Pat Worsley; BOD President

(Name & Title of Authorized Contractor Representative)

(Contractor Representative Signature)

4/20/2014

(Date)

Contractor Initials:

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):

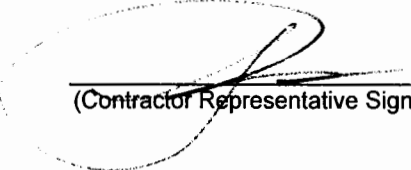
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: 07-01-14 through 06-30-15

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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


(Contractor Representative Signature)

Pat Worsley; BOD President

(Authorized Contractor Representative Name & Title)

HEARTS PSC of Greater Nashua Region VI

(Contractor Name)

4/20/14

(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: _____

Date: 4/6/14

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: _____

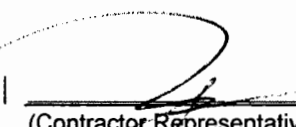
Date: _____

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).

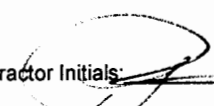
The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered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



(Contractor Representative Signature) Pat Worsley; BOD President
(Authorized Contractor Representative Name & Title)

HEARTS PSC of Greater Nashua Region VI

(Contractor Name) (Date) 4/20/14

Contractor Initials: 
Date: 4/20/14

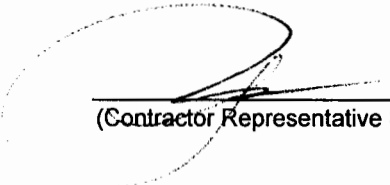
NH Department of Health and Human Services

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) Pat Worsley; BOD President
(Authorized Contractor Representative Name & Title)

HEARTS PSC of Greater Nashua Region VI

(Contractor Name) April 20, 2014
(Date)

NH Department of Health and Human Services

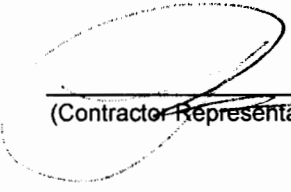
STANDARD EXHIBIT H

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)

Pat Worsley; BOD President
(Authorized Contractor Representative Name & Title)

HEARTS PSC of Greater Nashua Region VI
(Contractor Name)

April 20, 2014
(Date)

NH Department of Health and Human Services

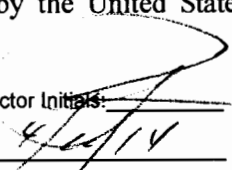
STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.



- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 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.

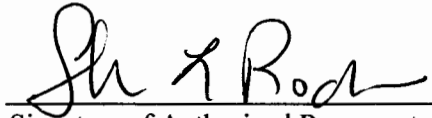
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Bureau of Behavioral Health

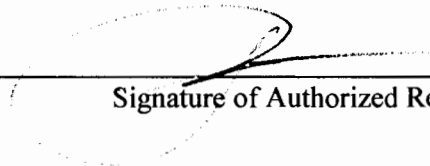
HEARTS PSC Greater Nashua Reg. VI

The State Agency Name

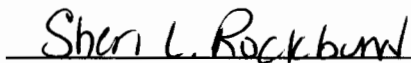
Name of the Contractor



Signature of Authorized Representative



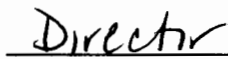
Signature of Authorized Representative



Name of Authorized Representative

Pat Worsley

Name of Authorized Representative



Title of Authorized Representative

BOD President

Title of Authorized Representative



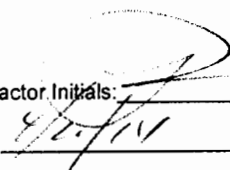
Date

4/20/14

Date

Contractor Initials:

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.

 _____ Pat Worsley
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

HEARTS PSA of Greater Nashua Region VI _____ 4/20/14
(Contractor Name) (Date)

Contractor initials: _____
Date: 4/20/14

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: 031182255 / 6KED9

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:

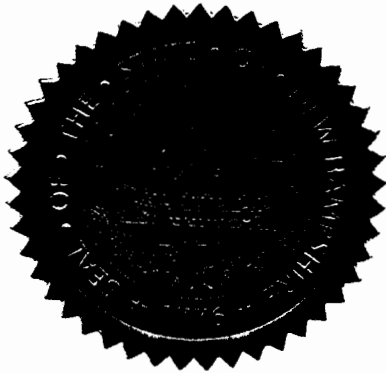
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor initials: _____
Date: 6/25/14

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 15th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Ann Fisher, do hereby certify that:

1. I am the duly elected Clerk of HEARTS Peer Support Center of Greater Nashua Region VI
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 5/8/14.

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 8, 2014.

4. Pat Wesley is duly elected 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 8th day of May by Ann Fisher.


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

(Seal)
(Notary Public)

Commission Expires: 9/17/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2014

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	
INSURED H.E.A.R.T.S. Peer Support Center of Greater P O Box 1564 Nashua NH 03061	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nautilus Insurance Company	
	INSURER B: United Financial Casualty	11770
	INSURER C: FirstComp	27626
	INSURER D: Mount Vernon	
	INSURER E: Hartford	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2014

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			NN363902	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ included
B	AUTOMOBILE LIABILITY			08116464-2	7/15/2014	7/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED		RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0112725-04	7/1/2014	7/1/2015	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Directors & Officers			NDO 2010584B	07/1/2014	07/1/2015	\$1,000,000
E	Employee Dishonesty			04BDDGB6960	07/27/2014	07/27/2017	\$14,000

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

CERTIFICATE HOLDER

NH DHHS
Bureau of Behavioral 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



MEMBER OF THE H&C GROUP

INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of H.E.A.R.T.S. Peer Support Center of Greater Nashua, which comprise the statement of financial position as of June 30, 2013, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of H.E.A.R.T.S. Peer Support Center of Greater Nashua as of June 30, 2013, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of 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 been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 3, 2014 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering H.E.A.R.T.S. Peer Support Center of Greater Nashua's internal control over financial reporting and compliance.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
March 3, 2014

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

Statement of Financial Position

June 30, 2013

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Current Assets:			
Cash and cash equivalents	\$ 29,503	\$ 754	\$ 30,257
Accounts receivable	1,725	-	1,725
Total Current Assets	<u>31,228</u>	<u>754</u>	<u>31,982</u>
Property and Equipment, net of accumulated depreciation of \$ 9,983	<u>6,901</u>	<u>-</u>	<u>6,901</u>
Total Assets	<u>\$ 38,129</u>	<u>\$ 754</u>	<u>\$ 38,883</u>
<u>LIABILITIES AND NET ASSETS</u>			
Current Liabilities:			
Accounts payable	\$ 2,169	\$ -	\$ 2,169
Accrued expenses	604	-	604
Refundable advance - BBH	64,206	-	64,206
Other liabilities	40	-	40
Total Current Liabilities	<u>67,019</u>	<u>-</u>	<u>67,019</u>
Net Assets (deficit)	<u>(28,890)</u>	<u>754</u>	<u>(28,136)</u>
Total Liabilities and Net Assets	<u>\$ 38,129</u>	<u>\$ 754</u>	<u>\$ 38,883</u>

The accompanying notes are an integral part of these financial statements.

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

Statement of Activities

For the Year Ended June 30, 2013

	Unrestricted			Temporarily	
	<u>BBH</u>	<u>Non-BBH</u>	<u>Total</u>	<u>Restricted</u>	<u>Total</u>
Support and Revenue:					
Federal grants	\$ 133,606	\$ -	\$ 133,606	\$ -	\$ 133,606
Bureau of Behavioral Health	58,120	-	58,120	-	58,120
Other public support	-	14,189	14,189	-	14,189
Interest income	-	3	33	-	33
Net assets released from restriction	-	47	47	(47)	-
Total Support and Revenue	191,726	14,239	205,995	(47)	205,948
Expenses:					
Program services	146,920	16,517	163,437	-	163,437
General and administrative	44,806	2,659	47,465	-	47,465
Fundraising	-	9,614	9,614	-	9,614
Total Expenses	191,726	28,790	220,516	-	220,516
Change in Net Assets Before Depreciation	-	(14,551)	(14,521)	(47)	(14,568)
Depreciation (see note 4)	3,000	628	3,628	-	3,628
Change in Net Assets	(3,000)	(15,179)	(18,149)	(47)	(18,196)
Net Assets (deficit), Beginning of Year	9,750	(20,491)	(10,741)	801	(9,940)
Net Assets (deficit), End of Year	\$ 6,750	\$ (35,670)	\$ (28,890)	\$ 754	\$ (28,136)

The accompanying notes are an integral part of these financial statements.

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

Statement of Functional Expenses

For the Year Ended June 30, 2013

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>Total</u>
Accounting fees	\$ -	\$ 10,262	\$ -	\$ 10,262
Advertising and promotion	-	636	-	636
Building and household supplies	1,514	-	-	1,514
Client food	1,176	-	-	1,176
Client travel and transportation	4,615	-	-	4,615
Employee benefits	13,708	5,180	2,099	20,987
Insurance	2,119	6,488	-	8,607
Office supplies and equipment	-	1,309	-	1,309
Other expenses	11,072	-	-	11,072
Payroll taxes	4,906	1,077	423	6,406
Postage and shipping	-	217	-	217
Printing	-	444	-	444
Rent	33,948	2,952	-	36,900
Salaries and wages	82,233	18,062	7,092	107,387
Staff development	5,152	-	-	5,152
Staff travel and transportation	915	838	-	1,753
Telephone	2,079	-	-	2,079
Total expenses before depreciation	163,437	47,465	9,614	220,516
Depreciation (see note 4)	3,000	628	-	3,628
Total Expenses	<u>\$ 166,437</u>	<u>\$ 48,093</u>	<u>\$ 9,614</u>	<u>\$ 224,144</u>

The accompanying notes are an integral part of these financial statements.

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

Statement of Cash Flows

For the Year Ended June 30, 2013

<u>Cash Flows From Operating Activities:</u>	
Change in net assets	\$ (18,196)
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	3,628
(Increase) Decrease In:	
Accounts receivable	4,658
Other current assets	900
Increase (Decrease) In:	
Accounts payable	(1,439)
Accrued expenses	(2,105)
Refundable advance - BBH	22,403
Other liabilities	<u>40</u>
Net Cash Provided By Operating Activities and Net Increase in Cash and Cash Equivalents	<u>9,889</u>
Cash and Cash Equivalents, Beginning of Year	<u>20,368</u>
Cash and Cash Equivalents, End of Year	<u>\$ 30,257</u>

The accompanying notes are an integral part of these 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.

 H.E.A.R.T.S.
BOARD OF DIRECTORS
November 1, 2013

PRESIDENT
Patricia A. Worsley

VICE PRESIDENT
Ed Bowman

SECRETARY
Ann Fisher

TREASURER
Claire Peddle

Cindy Moher

Christine Graham

Kathy Paquette

Terry Manges

Ruth Morgan

Steve Farr

Jack Harkins

Jim Balchunis

Kathryn Dutton

ALTERNATIVE BOARD MEMBER
Jill O'Neill

EXECUTIVE DIRECTOR
Ken Lewis

ASST. EXECUTIVE DIRECTOR
Tom Doucette

KEY ADMINISTRATIVE PERSONNEL - FY2015

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

Position	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Ken Lewis	1.00	\$ 38,438.00	\$ 38,438.00	100%

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 opened a larger center of 1,540 sq. at 5 Pine St. Ext. Unit 2K 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, our two local hospitals, Access Team, the Act Team, and local clinics to ensure peer support and H.E.A.R.T.S. PSC is represented and is part of the community consumer supports. I am on the local mental health community advisory committee. I am on a regional public health committee to improve better access for all. I am a new member of the NH State Behavioral Health Advisory Council. I am also the Treasurer of Consumer Council. With the B.O.D. and Asst. Director's support, H.E.A.R.T.S. is opening a new Peer Support Crisis Respite Center attached to a newly located facility with seven + more employees trained in crisis / trauma.

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 an Interim Board of Directors 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 Facilitators Training and continuing a two year Recertification as well as quarterly Co-Supervision trainings each year

Certified in WRAP Facilitators Training and continuing a two year Recertification

Certified in WHAM Facilitators Training and continuing a two year Recertification

Substance Abuse State of New Hampshire Training

Certified in Recovery Coach for Alcohol and Drugs

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

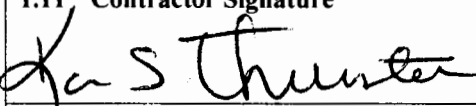
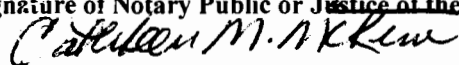
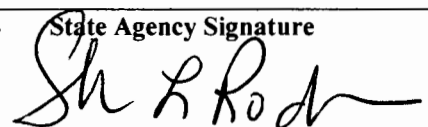
Administrative Training

Members Rights and Responsibilities / Sexual Harassment

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 DBA CornerBridge		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 06-30-2015	1.8 Price Limitation \$344,630.
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director, DHHS, DCBCS		1.10 State Agency Telephone Number 603-271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Karen S. Thurston, Clerk	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Belknap</u> On <u>05/13/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		Cathleen M McKim Notary Public, State of New Hampshire My Commission Expires July 28, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director, DHHS, DCBCS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>W. K. Burr</u> On: <u>6/4/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
SCOPE OF WORK
FY 2015

I. PEER SUPPORT SERVICES

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

Contractor Initials: KST
Date: 5/8/2014

- 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.

Contractor Initials *KST*
Date *5/18/2014*

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. BBH Requirements for Board of Directors: The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If 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.

14.3 Board of Director Job Descriptions: The Board of Director Members and Officers shall have written descriptions outlining their duties.

14.4. Board of Director Orientation: The Board of Directors shall have a documented Orientation Process and Manual.

14.5 Board of Director Trainings: The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This 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. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

14.8 Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

14.9. Board of Director List: The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

14.10. Annual Board Elections: The process and results of annual board elections shall be documented and kept on file at the agency.

14.11. Change in Board of Director Membership: BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

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.

Contractor Initials: **KST**
Date: **5/8/2014**

- 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.
- 18. Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.
- 19. 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.
- 20. 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 is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.
- 21. 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. Those records must 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.
- 22. Increase the Unduplicated Numbers Served:** In FY 2015 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2014. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2015 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2015 may jeopardize future funding increases.
- 23. 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. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.
- 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 2015.
- 26. Commencement Date of Agreement:** The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and 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.

MEMORANDUM OF UNDERSTANDING

FY 2015

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 DBA CornerBridge**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2015. 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.

Contractor Initials: *KST*
Date: *5/8/2014*

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.

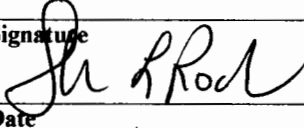
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

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.

LRCAB FY15 MOU EXHIBIT A PSA

Agency: <u>Lakes Region Consumer Advisory Board</u> <u>DBA CornerBridge</u>	DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health
Name/Title: Karen Thurston, Board Secretary	Name/Title: Sheri L. Rockburn, Director
Signature	Signature 
Date May 8, 2014	Date 5/23/14

Contractor Initials: 
Date: 5/8/14

PEER SUPPORT SERVICES**FY2015 Contract 4****Fiscal Year / Quarter****LRCAB Concord Peer Support****Patt Fancy****Organization****Prepared By:****I. MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
 A2) Members 60 and over
 A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

2	84	2	5	93
1	12	1	0	14
3	96	3	5	107

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
 B2) New Members 60 and over (unduplicated within category at end of reporting period)

2	3	2	5	12
1	0	1	0	2

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
 A2) Unduplicated Members/Participants 60 and over (served in all programs)
 A3) Unduplicated Members/Participants Served in All Programs

6	35	19	5	65
1	7	3	0	11
7	42	22	5	76

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

12	18	7	9	46

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
 B) Total Visit Days (members and participants only)
 C) Average Daily Visits (# of visit days/number of days open in reporting period)
 D) Number of Daytime Hours Each Week
 E) Number of Evening Hours Each Week
 F) Number of Hours Open/Week (F=D+E)
 G) Number of Days the Program was Open in the Quarter
 H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
 H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

7	42	22	5	76
1004	1011	791	826	3632
13	14	10	11	
22	22	22	22	
22	22	22	22	
35	36	36	36	
78	73	77	77	305
10	12	12	12	
7	3	3	3	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

0	0	0	0	0

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
 B) Total Peer Support Telephone Calls Received

22	0	32	0	54
8	10	2	4	24

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
 B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 **Contract 4**

Fiscal Year / Quarter

LRCAB Concord Peer Support

Patt Fancy

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

0	0	0	0	0

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0

b2) Other Hospital

0	0	0	0	0

b3) Other

0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	

B) Monthly Newsletters Y/N

Y	Y	Y	

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

2	0	0	0	2

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

207	297	201	303	1008

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

250	354	275	203	1082

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

Lakes Region Consumer Advisory Board - Laconia

David LaCroix

Organization

Prepared By:

I. MEMBERSHIP

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

A1) Members 59 and under

132	8	16	22	178

A2) Members 60 and over

0	0	0	0	0

A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

132	8	16	22	178

B1) New Members 59 and under (unduplicated within category at end of reporting period)

4	3	12	1	20

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) Unduplicated Members/Participants 59 and under (served in all programs)

46	12	24	28	110

A2) Unduplicated Members/Participants 60 and over (served in all programs)

6	1	1	1	9

A3) Unduplicated Members/Participants Served in All Programs

52	13	25	29	119

III. PSA GUESTS SERVED

A1) Number of Guests (unduplicated)

0	0	12	10	22

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

A) Visitors (unduplicated members and participants only)

0	0	0	0	0

B) Total Visit Days (members and participants only)

679	584	583	679	2525

C) Average Daily Visits (# of visit days/number of days open in reporting period)

7	6	6	8	

D) Number of Daytime Hours Each Week

42	42	42	42	

E) Number of Evening Hours Each Week

2	2	2	2	

F) Number of Hours Open/Week (F=D+E)

44	44	44	44	

G) Number of Days the Program was Open in the Quarter

92	90	93	90	365

H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)

6	7	7	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) Total Number of Face to Face Contacts

0	0	0	0	0

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

A) Total Peer Support Telephone Calls Made

604	475	525	425	2029

B) Total Peer Support Telephone Calls Received

489	375	390	420	1674

VII. WARMLINE

A) Total Warmline Telephone Calls Made

376	313	356	362	1407

B) Total Warmline Telephone Calls Received

432	625	625	654	2336

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

Lakes Region Consumer Advisory Board - Laconia

David LaCroix

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

0	0	0	0	0

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0

b2) Other Hospital

0	0	0	0	0

b3) Other

0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	

B) Monthly Newsletters Y/N

Y	Y	Y	

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

7	0	0	0	7

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

7	0	0	0	7

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

30	29	32	30	121

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

775	550	800	765	2890

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

Lakes Region Consumer Advisory Board - Plymouth

Organization

David LaCroix

Prepared By:

I. MEMBERSHIP

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
A2) Members 60 and over
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

23	2	0	0	25
2	1	0	0	3
25	3	0	0	28

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
B2) New Members 60 and over (unduplicated within category at end of reporting period)

1	2	4	1	8
1	1	1	1	4

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
A2) Unduplicated Members/Participants 60 and over (served in all programs)
A3) Unduplicated Members/Participants Served in All Programs

18	10	14	18	60
5	5	5	5	20
23	15	19	23	80

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

0	0	0	0	0

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
B) Total Visit Days (members and participants only)
C) Average Daily Visits (# of visit days/number of days open in reporting period)
D) Number of Daytime Hours Each Week
E) Number of Evening Hours Each Week
F) Number of Hours Open/Week (F=D+E)
G) Number of Days the Program was Open in the Quarter
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

0	0	0	0	0
0	0	0	0	0
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
0	0	0	0	
0	0	0	0	
0	0	0	0	
0	0	0	0	0
0	0	0	0	
0	0	0	0	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

151	168	158	154	631

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
B) Total Peer Support Telephone Calls Received

180	185	182	178	725
187	138	175	185	685

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

Lakes Region Consumer Advisory Board - Plymouth

David LaCroix

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

0	0	0	0	0

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0

b2) Other Hospital

0	0	0	0	0

b3) Other

0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	

B) Monthly Newsletters Y/N

Y	Y	Y	

Y	Y	Y	

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

1	0	0	0	1

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

1	0	0	0	1

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

0	0	0	0	0

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

0	0	0	0	0

EXHIBIT B
METHODS OF PAYMENT
FY 2015

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:

Training and Development	\$7,500
Capital Expenditures	2,500
Retirement	2,875
Total	\$12,875

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.

Contractor Initials: *KST*
Date: *5/18/14*

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: \$153,535

Federal Funds: \$191,095

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services

Program Title: Block Grants for Community Mental Health Services

Amount: \$191,095

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

FY15 Exhibit B PSA LRCAB

Contractor Initials: KST
Date: 5/8/2014

Budget Form

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

Bidder/Program Name: Lakes Region Consumer Advisory Board

Budget Request for: Consumer Peer Support Services

(Name of RFP)

Budget Period: July 1, 2014 - June 30, 2015

	Direct	Indirect	Total	
	Expenses	Costs		
1. Total Salary/Wages	\$ 172,562.00	\$ 27,310.00	\$ 199,872.00	E.D. admin. duties = 65%
2. Employee Benefits	\$ 42,430.00	\$ 5,906.00	\$ 48,336.00	E.D. benefits calc. = 65%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 692.00	\$ -	\$ 692.00	
Repair and Maintenance	\$ 1,950.00	\$ -	\$ 1,950.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 6,600.00	\$ -	\$ 6,600.00	
6. Travel	\$ 15,544.00	\$ -	\$ 15,544.00	
7. Occupancy	\$ 48,273.00	\$ 626.00	\$ 48,899.00	E.D. admin office space = FTE
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 8,688.00	\$ 972.00	\$ 9,660.00	E.D. admin. phone use 20%
Postage	\$ 293.00	\$ -	\$ 293.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 7,500.00	\$ -	\$ 7,500.00	
Insurance	\$ 7,571.00	\$ 1,664.00	\$ 9,235.00	E.D. liability only calc. = 65%
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Training	\$ 7,500.00	\$ -	\$ 7,500.00	
Employee background checks, license & fees, dues	\$ 600.00	\$ -	\$ 600.00	
Capital Expenditures - Member Computers	\$ 2,500.00	\$ -	\$ 2,500.00	
TOTAL	\$ 322,703.00	\$ 36,478.00	\$ 359,181.00	

Indirect As A Percent of Direct

11.3%

Region: Region 3

Agency: Lakes Region Consumer Advisory Board

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Concord 111a	Peer Support Program Franklin 211a	Peer Support Program Laconia 311a	Warm Line 111b	Satellite Outreach Plymouth 111c	Other Non-BBH 111f
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. A/c/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	191,095	0	85,605	8,573	73,797	13,154	9,966	0
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	8,400	0	0	0	0	0	0	8,400
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	153,535	0	68,780	6,888	59,292	10,569	8,006	0
482 Community Developmental Services	0	0	0	0	0	0	0	0
490 OTHER REVENUES	6,152	0	0	0	0	0	0	6,152
491 Other DBH (carry over)	0	0	0	0	0	0	0	0
Subtotal	359,182	0	154,385	15,461	133,089	23,723	17,972	14,552
500 GM Allocation	0	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	359,182	0	154,385	15,461	133,089	23,723	17,972	14,552

Region: Region 3

Agency: Lakes Region Consumer Advisory Board

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Concord 111a	Peer Support Program Franklin 211a	Peer Support Program Laconia 311a	Warm Line 111b	Satellite Outreach Plymouth 111c	Other Non-BBH 111f
600 PERSONNEL COSTS								
601 Salary & Wages	199,872	0	83,054	12,366	66,128	16,380	11,440	10,504
602 Employee Benefits	33,046	0	12,538	2,149	11,082	4,164	2,216	896
603 Payroll taxes	15,290	0	6,354	946	5,059	1,253	875	804
Subtotal	248,209	0	101,946	15,461	82,270	21,797	14,532	12,203
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	0	0	0	0	0	0	0	0
625 Audit Fees	7,500	0	3,750	0	3,750	0	0	0
626 Legal Fees	0	0	0	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	7,500	0	3,750	0	3,750	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	24,000	0	24,000	0	0	0	0	0
642 Mortgage Payments	10,180	0	0	0	7,831	0	0	2,349
643 Heating Costs	7,300	0	0	0	7,300	0	0	0
644 Other Utilities	6,648	0	3,700	0	2,948	0	0	0
645 Maintenance & Repairs	1,950	0	450	0	1,500	0	0	0
646 Taxes	0	0	0	0	0	0	0	0
647 Other Occupancy Costs	771	0	508	0	263	0	0	0
650 CONSUMABLE SUPPLIES								
651 Office	2,000	0	1,000	0	1,000	0	0	0
652 Building/Household	1,600	0	800	0	800	0	0	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	3,000	0	1,500	0	1,500	0	0	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	2,500	0	0	0	2,500	0	0	0
665 DEPRECIATION	0	0	0	0	0	0	0	0
670 EQUIPMENT RENTAL	692	0	346	0	346	0	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0	0	0	0
Subtotal page	323,850	0	141,750	15,461	115,758	21,797	14,532	14,552

Region: Region 3

Agency: Lakes Region Consumer Advisory Board

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Concord 111a	Peer Support Program Franklin 211a	Peer Support Program Laconia 311a	Warm Line 111b	Satellite Outreach Plymouth 111c	Other Non-BBH 111f
Total Carried Forward	323,850	0	141,750	15,461	115,758	21,797	14,532	14,552
700 ADVERTISING	0	0	0	0	0	0	0	0
710 PRINTING	0	0	0	0	0	0	0	0
720 TELEPHONE/COMMUNICATIONS	9,660	0	2,435	0	4,859	1,926	440	0
730 POSTAGE/SHIPPING	293	0	0	0	293	0	0	0
740 TRANSPORTATION								
741 Board Members	0	0	0	0	0	0	0	0
742 Staff	8,800	0	2,800	0	3,000	0	3,000	0
743 Clients	6,744	0	3,400	0	3,344	0	0	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	1,425	0	0	0	1,425	0	0	0
762 Vehicles	3,490	0	1,940	0	1,550	0	0	0
763 Comprehensive Property & Liability	4,320	0	1,760	0	2,560	0	0	0
770 MEMBERSHIP DUES	0	0	0	0	0	0	0	0
800 OTHER EXPENDITURES	600	0	300	0	300	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	359,182	0	154,385	15,461	133,089	23,723	17,972	14,552
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0	0	0
TOTAL PROGRAM EXPENSES	359,182	0	154,385	15,461	133,089	23,723	17,972	14,552
SURPLUS/(DEFICIT)								
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	(0)	0	(0)	0	(0)
Verification of Balancing s/b 0	(0)							

BUDGET FORM C

AGENCY Lakes Region Consumer Advisory Board
FISCAL YEAR FY15

PREPARED BY David LaCroix
DATE PREPARED 5/6/14

A = Acquisition
R = Rehabilitation

[illegible]

EXHIBIT C
SPECIAL PROVISIONS
FY 2015

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.

Contractor Initials:

Date:

ICS
5/8/2014

- 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.

Contractor Initials: KSJ
Date: 5/8/2014

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.

Contractor Initials: *KST*
Date: *5/8/2014*

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.

Contractor Initials: *KST*
Date: *5/18/2014*

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.

Contractor Initials: *KST*
Date: *5/8/2014*

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.

FY15 Exhibit C PSA

Contractor Initials: *KST*
Date: *5/8/2014*

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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

CornerBridge 328 Union Ave. Laconia NH., 032247, and Concord Peer Support 55Shool St. Concord, NH 03301

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

— Lakes Region Consumer Advisory Board

From: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Karen Thurston Board Secretary

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

4/18/2014

(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):

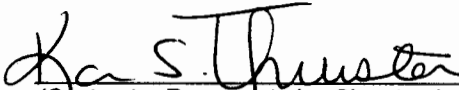
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: 07-01-14 through 06-30-15

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (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)

Karen Thurston Board Secretary
 (Authorized Contractor Representative Name & Title)

Lakes Region Consumer Advisory Board
 (Contractor Name)

4/18/2014
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: KST

Date: 4/18/2014

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
(Contractor Representative Signature)

Karen Thurston Board Secretary
(Authorized Contractor Representative Name & Title)

| Lakes Region Consumer Advisory Board
(Contractor Name)

4/18/2014
(Date)

Contractor Initials: KST
Date: 4/18/2014

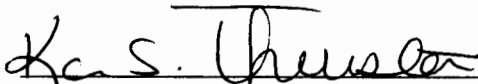
NH Department of Health and Human Services

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)

Karen Thurston Board Secretary

(Authorized Contractor Representative Name & Title)

Lakes Region Consumer Advisory Board
(Contractor Name)

4/18/2014
(Date)

NH Department of Health and Human Services

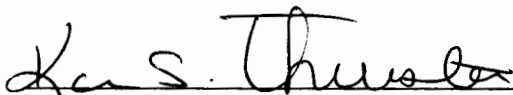
STANDARD EXHIBIT H

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)

Karen Thurston Board Secretary
(Authorized Contractor Representative Name & Title)

Lakes Region Consumer Advisory Board
(Contractor Name)

4/18/2014
(Date)

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 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.

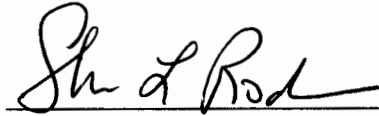
(6) **Miscellaneous**

- 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.

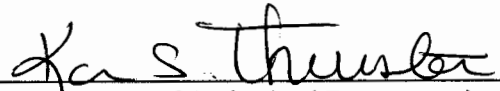
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Bureau of Behavioral Health
The State Agency Name

Lakes Region Cons. Advisory Board
Name of the Contractor



Signature of Authorized Representative



Signature of Authorized Representative

Sheri L. Rockburn
Name of Authorized Representative

Karen Thurston
Name of Authorized Representative

Director
Title of Authorized Representative

Board Secretary
Title of Authorized Representative

5/15/14
Date

4/18/2014
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.

1 Karen S. Thurston _____
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Lakes Region Consumer Advisory Board
(Contractor Name)

4/18/2014
(Date)

Contractor initials: KST
Date: 4/18/2014

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: 964915906

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: _____

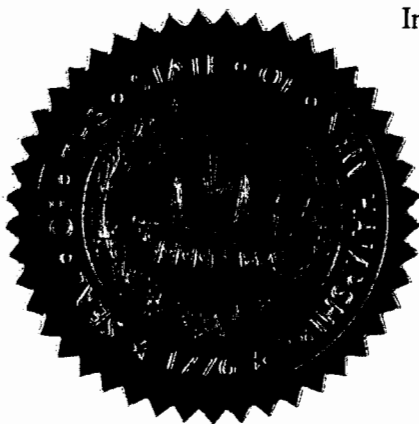
Contractor initials: KST
Date: 4/18/2014

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 CornerBridge is a New Hampshire trade name registered on April 20, 2012 and that LAKES REGION CONSUMER ADVISORY BOARD presently own(s) this trade name. 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 16th day of April, A.D. 2014

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, **M. Jay Belisle** do hereby certify that:

1. I am the duly elected Treasurer 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 **May 8, 2014**.

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 **Secretary of the Board** 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 13, 2014.

4. Karen Thurston is duly elected Secretary of the Board of Directors of the Corporation.

(Seal)
(Corporation)

M. Jay Belisle
M. Jay Belisle (Signature of Board Treasurer)

State of New Hampshire

County of Belknap

The foregoing instrument was acknowledged before me this 13th day of May, 2014 by
Jay Belisle, Treasurer.

Cathleen M. McKim

Name: **Cathleen M. McKim**
Title: Notary Public/~~Justice of the Peace~~

(Seal)
(Notary Public)

Commission Expires:

Cathleen M McKim
Notary Public, State of New Hampshire
My Commission Expires July 28, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2014

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 Infantine Insurance P. O. Box 5125 Manchester NH 03108	CONTACT NAME: Vivian Pinette PHONE (A/C No. Ext): (603) 669-0704 FAX (A/C No): E-MAIL ADDRESS: vivian@infantine.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance NAIC # 23850 INSURER B: Commerce & Industry Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Lakes Region Consumer Advisory Board DBA Cornerbridge P.O. Box 304, 328 Union Avenue Laconia NH 03246	

COVERAGES

CERTIFICATE NUMBER: CL145709688

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			PHPK1168910	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC							
	A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS			PHPK1168910	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000
		☐ SCHEDULED AUTOS NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$	
	DED RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC009937523 State: NH	4/1/2014	4/1/2015	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
A	Employee Dishonesty			PHPK1168910	5/1/2014	5/1/2015	Limit \$70,000	
A	Directors & Officers			PHSD931944	4/1/2014	4/1/2015	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

Charles Hamlin/BVP

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

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

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 financial statements Lakes Region Consumer Advisory Board
(a New Hampshire nonprofit corporation) , which comprises the statements of financial position as of June 30, 2013 and 2012 and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Consumer Advisory Board as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis-of-matter Regarding Going Concern

The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern. As discussed in Note 9 to the financial statements, the Organization has used funds that were provided by a state agency for operating expenses in which the agency claims is required to be refunded to it. These conditions raise substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters also are described in Note 9. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to that matter.

Rowley & Associates, P.C.

Rowley & Associates, P.C.
Concord, New Hampshire
October 2, 2013

LAKES REGION CONSUMER ADVISORY BOARD
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2013 AND 2012

ASSETS	2013	2012
CURRENT ASSETS		
Cash and cash equivalents, non-BBH refundable	\$ -	\$ 11,106
Cash and cash equivalents, BBH refundable	117,674	118,514
Security deposit	2,000	2,000
Prepaid expenses	6,726	7,145
Total Current Assets	<u>126,400</u>	<u>138,765</u>
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	<u>209,969</u>	<u>209,969</u>
Less accumulated depreciation	<u>108,524</u>	<u>100,202</u>
	<u>101,445</u>	<u>109,767</u>
Total Assets	<u><u>227,845</u></u>	<u><u>248,532</u></u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	10,374	16,126
Security deposit	-	450
Long-term debt, current portion	8,843	8,392
Total Current Liabilities	<u>19,217</u>	<u>24,968</u>
LONG-TERM LIABILITIES		
Refundable BBH advance	125,548	118,514
Long-term debt, net of current portion	22,573	31,383
Total Long-Term Liabilities	<u>148,121</u>	<u>149,897</u>
NET ASSETS		
Unrestricted	<u>60,507</u>	<u>73,667</u>
Total Liabilities and Net Assets	<u><u>\$ 227,845</u></u>	<u><u>\$ 248,532</u></u>

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, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	\$ 308,314	\$ 293,351
Fundraising income	-	2,687
Interest income	20	67
Rental Income	800	1,575
Other Income	-	855
Total support and revenue	<u>309,134</u>	<u>298,535</u>
EXPENSES		
Program	297,476	291,420
Management & general	14,348	15,700
Rental unit expense	10,470	9,340
Total expenses	<u>322,294</u>	<u>316,460</u>
Decrease in net assets	(13,160)	(17,925)
Net assets, beginning of year	73,667	64,371
Prior period adjustment	<u>-</u>	<u>27,221</u>
Net assets, end of year	<u>\$ 60,507</u>	<u>\$ 73,667</u>

See Independent Auditors' Report and Notes to Financial Statements

LAKES REGION CONSUMER ADVISORY BOARD
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Decrease in net assets, current year	\$ (13,160)	\$ (17,925)
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	8,322	8,731
(Increase) decrease in operating assets		
Prepaid expenses	419	1,530
Increase (decrease) in operating liabilities		
Accounts payable and accrued expenses	(5,752)	3,783
Refundable BBH advance	7,034	22,521
Security deposits	<u>(450)</u>	<u>450</u>
Net Cash Provided (Used) By Operating Activities	<u>(3,587)</u>	<u>19,090</u>
CASH USED BY FINANCING ACTIVITIES,		
Repayments of long-term notes payable	<u>(8,359)</u>	<u>(7,823)</u>
Net Increase (Decrease) in Unrestricted Cash and Cash Equivalents	(11,946)	11,267
Unrestricted Cash and Cash Equivalents, Beginning of Year	<u>129,620</u>	<u>118,353</u>
Unrestricted Cash and Cash Equivalents, End of Year	<u><u>\$ 117,674</u></u>	<u><u>\$ 129,620</u></u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash paid during the year for:

Interest	<u><u>\$ 1,911</u></u>	<u><u>\$ 2,349</u></u>

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.

**Lakes Region Consumer Advisory Board
DBA Cornerbridge**

**Board of Directors
February 26, 2014**

**PRESIDENT
Sarah Ohl**

**VICE PRESIDENT
Dan Bailey**

**SECRETARY
Karen Thurston**

**TREASURER
M. Jay Belisle**

Becky Breton-Dow

Rick Hagan

Thomas Blovin

Sandi Fitzpatrick

**EXECUTIVE DIRECTOR
David LaCroix
Lakes Region Consumer Adv. Bd.
DBA CornerBridge and
Concord Peer Support**

**PROGRAM DIRECTOR
Linda C. Lamontagne
CornerBridge**

**PROGRAM DIRECTOR
Patt Fancy
Concord Peer Support**

**OUTREACH
Cindy Robinson
CornerBridge ~ Plymouth Area
Pemi Valley Outreach**

KEY ADMINISTRATIVE PERSONNEL - FY2015

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	\$ 50,392.19	96%

David S. LaCroix

Objective

My personal objective is to mentor and educate any eligible individuals in our communities in the use of Intentional Peer Support and WRAP. The purpose of this goal is for the primary outcome to limit or limit and reduce our member's hospitalization and re-hospitalization in psychiatric hospitals and institutions. Using the philosophy and practice of Intentional Peer Support, I believe and already seen, that this goal is obtainable.

Employment History

May 2004 – Present

Executive Director, Lakes Region Consumer Advisory Board
D/B/A CornerBridge and Concord Peer Support

My primary function as the Executive Director is to provide oversight and administration of two Peer Support Centers in Regions III & IV, transportation for our neighbors in Franklin to access our Laconia center, and Outreach in the northern most section of our catchments area in Plymouth.

These responsibilities also include applying for state, federal, and any other funding opportunities available to us. The best and one of the most important functions 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.

I am currently certified in Intentional Peer Support, and recently as a WRAP Facilitator.

1998 – 2004

Genesis Behavioral Health

Residential and Homeless Outreach Coordinator – PATH.

I provided oversight and supervision for the residential program. This Program also provided housing and functional support services to twenty-five individuals in a community and group home setting. As part of Adult Services I supervised eight Functional Support Specialist. They were called MIMS workers when I worked at the center.

I provided PATH outreach services to individuals that were homeless and in need of mental health services and housing.

For four 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 restrictive hospital settings. For a year and a half I was a part-time case manager under contract to an AIDS service organization.

1991-1998

Residential Coordinator, Lakes Region Community Services Council

Provided 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.

Organizations and Boards

I am currently involved on The Governor's Mental Health Advisory Council as part of the Leadership Committee, The Institute on Disabilities Advisory Board, Genesis Behavioral Health Quality Improvement Board, Court and Police Board for 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.

Education

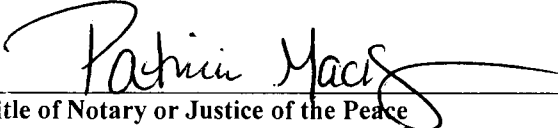
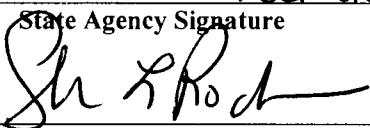
1973 – 1978

Plymouth State College

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 603-352-5093	1.6 Account Number 05-95-92-920010-7011-102 05-95-92-920010-7143-102	1.7 Completion Date 06-30-2015	1.8 Price Limitation \$184,017.
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director, DHHS, DCBCS		1.10 State Agency Telephone Number 603-271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory BRUCE B HART, PRES	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Cheshire</u> On <u>5/3/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Patricia Maerkey, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director, DHHS, DCBCS	
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:  On: <u>6/4/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
SCOPE OF WORK
FY 2015

I. PEER SUPPORT SERVICES

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.

Contractor Initials: BMH
Date: 5/8/14

- 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.

Contractor Initials: *BBH*
Date: *5/8/14*

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. BBH Requirements for Board of Directors: The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If 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.

14.3 Board of Director Job Descriptions: The Board of Director Members and Officers shall have written descriptions outlining their duties.

14.4. Board of Director Orientation: The Board of Directors shall have a documented Orientation Process and Manual.

14.5 Board of Director Trainings: The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This 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. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

14.8 Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

14.9. Board of Director List: The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

14.10. Annual Board Elections: The process and results of annual board elections shall be documented and kept on file at the agency.

14.11. Change in Board of Director Membership: BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

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.

Contractor Initials: 
Date: 5/8/14

- 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.
- 18. Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.
- 19. 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.
- 20. 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 is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.
- 21. 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. Those records must 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.
- 22. Increase the Unduplicated Numbers Served:** In FY 2015 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2014. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2015 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2015 may jeopardize future funding increases.
- 23. 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. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.
- 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 2015.
- 25. Commencement Date of Agreement:** The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and 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.

MEMORANDUM OF UNDERSTANDING

FY 2015

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 2015. 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.

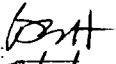
Performance Standard: The Contractor shall not have outstanding invoices greater than sixty (60) days.

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.

Contractor Initials: 
Date: 5/8/14

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.

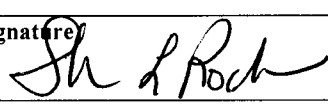
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

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.

MAPSA FY15 MOU EXHIBIT A PSA

Agency: Monadnock Area Peer Support Agency	DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health
Name/Title: BRUCE B HART, PRES	Name/Title: Sheri L. Rockburn, Director
Signature 	Signature 
Date 5/8/14	Date 5/23/14

Contractor Initials 
Date 5/8/14

PEER SUPPORT SERVICES

FY2015 Contract 4
Fiscal Year / Quarter

Monadnock Area Peer Support Agency
Organization

Erin Rushalko

Prepared By:

I. MEMBERSHIP

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
A2) Members 60 and over
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

115	2	1	3	121
20	1	0	0	21
135	3	1	3	142

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
B2) New Members 60 and over (unduplicated within category at end of reporting period)

2	2	1	3	8
0	1	0	0	1

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
A2) Unduplicated Members/Participants 60 and over (served in all programs)
A3) Unduplicated Members/Participants Served in All Programs

65	49	50	33	197
5	1	1	0	7
70	50	51	33	204

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

5	6	8	10	29

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
B) Total Visit Days (members and participants only)
C) Average Daily Visits (# of visit days/number of days open in reporting period)
D) Number of Daytime Hours Each Week
E) Number of Evening Hours Each Week
F) Number of Hours Open/Week (F=D+E)
G) Number of Days the Program was Open in the Quarter
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

60	65	72	75	272
800	825	850	875	3350
11	11	12	12	
38	38	38	38	
2	2	2	2	
40	40	40	40	
75	74	69	75	293
8	9	9	9	
11	10	10	10	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

3	7	12	21	43

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
B) Total Peer Support Telephone Calls Received

35	60	85	90	270
50	65	73	85	273

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

Monadnock Area Peer Support Agency

Organization

Erin Rushalko

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

0	1	1	0	2

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	1	0	1

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0

b2) Other Hospital

0	0	0	0	0

b3) Other

0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	
Y	Y	Y	

B) Monthly Newsletters Y/N

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

2	0	0	0	2

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

272	295	337	388	1292

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

5060	5260	5310	5660	21290

EXHIBIT B
METHODS OF PAYMENT
FY 2015

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:

Training and Development	\$5,000
Capital Expenditures	2,500
Retirement	1,000
Total	\$8,500

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.

Contractor Initials: 
Date: 5/8/14

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: \$ 81,981

Federal Funds: \$102,036

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services

Program Title: Block Grants for Community Mental Health Services

Amount: \$102,036

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

FY15 Exhibit B PSA MAPSA

Contractor Initials: BMA
Date: 5/8/14

Budget Form

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

Bidder/Program Name: Monadnock Area Peer Support Agency

Budget Request for: Consumer Peer Support Services

(Name of RFP)

Budget Period: 07-01-14 - 06-30-15

	Direct Indirect	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 83,257.20	\$ 10,108.80	\$ 93,366.00	ED & Admin. Assist. 20% admin.
2. Employee Benefits	\$ 26,092.20	\$ 3,548.80	\$ 29,641.00	Balance of time direct support.
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:				
Rental	\$ 1,422.90	\$ 251.10	\$ 1,674.00	15% copier usage is indirect
Repair and Maintenance	\$ 2,120.75	\$ 374.25	\$ 2,495.00	15% copier usage is indirect
Purchase/Depreciation	\$ 3,305.45	\$ -	\$ 3,305.45	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 500.00	\$ -	\$ 500.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,190.00	\$ 210.00	\$ 1,400.00	15% indirect
6. Travel	\$ 6,600.00	\$ -	\$ 6,600.00	
7. Occupancy	\$ 31,368.57	\$ 1,650.98	\$ 33,019.55	5% of building used for indirect office space
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 2,861.40	\$ 150.60	\$ 3,012.00	5% administrative
Postage	\$ 1,800.00	\$ 200.00	\$ 2,000.00	90% newsletter 10% indirect pos
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 8,179.20	\$ 908.80	\$ 9,088.00	10% indirect
Insurance	\$ 4,148.70	\$ 298.30	\$ 4,447.00	10% bldg. insurance indirect
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 600.00	\$ -	\$ 600.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Building/household supplies	\$ 2,300.00	\$ -	\$ 2,300.00	
14. Food	\$ 1,500.00	\$ -	\$ 1,500.00	
15. In-service/Staff training	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00	20% indirect staff cost
16. Property Tax	\$ -	\$ 1,103.00	\$ 1,103.00	tax on residential apartment
TOTAL	\$ 181,246.37	\$ 19,804.63	\$ 201,051.00	

Indirect As A Percent of Direct

10.9%

Region: Region 5

Agency: Monadnock Area Peer Support Agency

FISCAL PERIOD: FY2015 Contract

400	PROG. SERV. FEES	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
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	7,500	0	0	7,500
432	Local/County Government	0	0	0	0
433	Donations/Contributions	0	0	0	0
435	Other public support	0	0	0	0
436	DVR	0	0	0	0
437	Div. A/c/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	102,036	0	102,036	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	9,384	0	0	9,384
460	INTEREST INCOME	150	0	0	150
470	IN-KIND DONATIONS	0	0	0	0
480	BBH				
481	Community Mental Health	81,981	0	81,981	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	201,051	0	184,017	17,034
500	GM Allocation	0	0	0	0
	TOTAL PROGRAM REVENUES	201,051	0	184,017	17,034

Region: Region 5

Agency: Monadnock Area Peer Support Agency

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
600 PERSONNEL COSTS				
601 Salary & Wages	93,366	0	93,366	0
602 Employee Benefits	22,499	0	22,499	0
603 Payroll taxes	7,142	0	7,142	0
Subtotal	123,007	0	123,007	0
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	3,344	0	3,344	0
625 Audit Fees	5,744	0	5,744	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	5,000	0	5,000	0
633 Conferences & Conventions	0	0	0	0
634 Other Staff Development	0	0	0	0
640 OCCUPANCY COSTS				
641 Rent	0	0	0	0
642 Mortgage Payments	9,216	0	8,755	461
643 Heating Costs	9,500	0	9,025	475
644 Other Utilities	4,700	0	4,465	235
645 Maintenance & Repairs	5,000	0	1,000	4,000
646 Taxes	1,103	0	0	1,103
647 Other Occupancy Costs	0	0	0	0
650 CONSUMABLE SUPPLIES				
651 Office	1,400	0	1,400	0
652 Building/Household	2,300	0	2,300	0
653 Educational/Training	500	0	0	500
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	1,000	0	0	1,000
660 CAPITAL EXPENDITURES	3,500	0	2,500	1,000
665 DEPRECIATION	0	0	0	0
670 EQUIPMENT RENTAL	1,674	0	1,674	0
680 EQUIPMENT MAINTENANCE	2,495	0	2,495	0
Subtotal page	180,983	0	172,209	8,774

Region: Region 5

Agency: Monadnock Area Peer Support Agency

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
Total Carried Forward	180,983	0	172,209	8,774
700 ADVERTISING	300	0	0	300
710 PRINTING	300	0	0	300
720 TELEPHONE/COMMUNICATIONS	3,012	0	3,012	0
730 POSTAGE/SHIPPING	2,000	0	500	1,500
740 TRANSPORTATION				
741 Board Members	0	0	0	0
742 Staff	1,600	0	1,600	0
743 Clients	5,000	0	2,500	2,500
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	1,350	0	1,350	0
762 Vehicles	1,213	0	1,213	0
763 Comprehensive Property & Liability	1,633	0	1,633	0
770 MEMBERSHIP DUES	250	0	0	250
800 OTHER EXPENDITURES	3,410	0	0	3,410
801 INTEREST EXPENSE	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0
TOTAL EXPENSES	201,051	0	184,017	17,034
900 ADMINISTRATIVE ALLOCATION	0	0	0	0
TOTAL PROGRAM EXPENSES	201,051	0	184,017	17,034
SURPLUS/(DEFICIT)				
Total Revenue - Total Expenses (line 49 - 116)	0	0	(0)	0
Verification of Balancing s/b 0	0	0	0	0

BUDGET FORM C

PREPARED BY Damien Licata
DATE PREPARED 4/16/2014

A = Acquisition
R = Rehabilitation

[illegible]

EXHIBIT C
SPECIAL PROVISIONS
FY 2015

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.

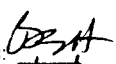
8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

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.

Contractor Initials: 
Date: 3/8/14

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.

Contractor Initials: *tsr*
Date: *5/8/14*

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.:

Contractor Initials: *BBH*
Date: *5/8/14*

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.

Contractor Initials: BA
Date: 5/8/14

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-Contract 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

Contractor Initials: *BBH*

Date: *5/8/14*

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.

Contractor Initials: 
Date: 5/8/14

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,

Contractor Initials: *BBH*
Date: *5/8/14*

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.

Contractor Initials: *602H*
Date: *5/8/14*

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.

FY15 Exhibit C PSA

Contractor Initials: *BBH*
Date: *5/8/14*

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: 4/3/14

- (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.

____ Monadnock Area Peer Support Agency From: 7/1/2014 To: 6/30/2015
 (Contractor Name) (Period Covered by this Certification)

BRUCE B HART, President, Board
 (Name & Title of Authorized Contractor Representative)

Bruce B Hart 4/3/14
 (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):

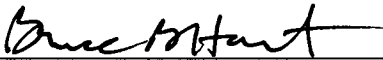
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: 07-01-14 through 06-30-15

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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



(Contractor Representative Signature)

BRUCE B HART

BOARD PRESIDENT

(Authorized Contractor Representative Name & Title)

Monadnock Area Peer Support Agency

(Contractor Name)

April 24, 2014

(Date)

Contractor Initials: 

Date: 4/24/14

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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)

BRUCE B HART, BOARD PRESIDENT
(Authorized Contractor Representative Name & Title)

Monadnock Area Peer Support Agency
(Contractor Name)

4/24/2014
(Date)

Contractor Initials: BSA

Date: 4/24/14

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 B Hart
(Contractor Representative Signature)

BRUCE B HART Board President
(Authorized Contractor Representative Name & Title)

Monadnock Area Peer Support Agency
(Contractor Name)

4/3/14
(Date)

Contractor Initials: BCH
Date: 4/3/14

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)

BRUCE B. HART Board President
(Authorized Contractor Representative Name & Title)

Monadnock Area Peer Support Agency
(Contractor Name)

4/3/14
(Date)

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 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.

Bureau of Behavioral Health

The State Agency Name

Sh L Rock

Signature of Authorized Representative

Sheri L. Rockburn

Name of Authorized Representative

Director

Title of Authorized Representative

5/15/14

Date

Monadnock Area Peer Sup. Agency

Name of the Contractor

BRUCE B. HART

Signature of Authorized Representative

Bruce B Hart

Name of Authorized Representative

President, Board

Title of Authorized Representative

4/3/14

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.

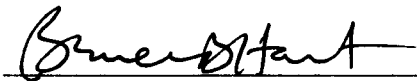
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.


(Contractor Representative Signature)

BRUCE B HART BOARD PRESIDENT
(Authorized Contractor Representative Name & Title)

Monadnock Area Peer Support Agency
(Contractor Name)

April 24, 2014
(Date)

Contractor initials: BH
Date: 4/24/14

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: 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?

☒ 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: _____

Contractor initials: BCH

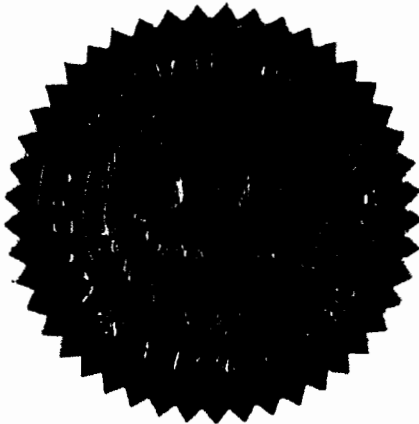
Date: 4/24/14

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 4th day of April A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elizabeth Sayre, 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 May 8, 2014.

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:

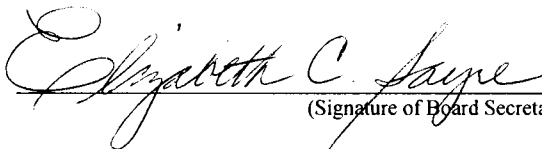
To Provide: Peer Support Services

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 8, 2014.

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

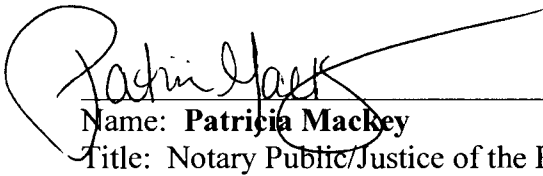
(Seal)
(Corporation)


(Signature of Board Secretary)

State of New Hampshire

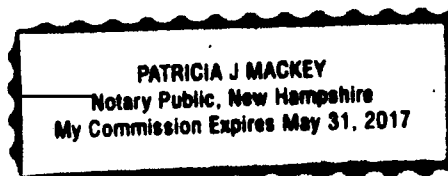
County of Cheshire

The foregoing instrument was acknowledged before me this 8 day of May 2014 by Elizabeth Sayre.


Name: **Patricia Mackey**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2014

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: PHONE (A/C, No, Ext): 603-352-2121 E-MAIL ADDRESS: csr24@clark-mortenson.com FAX (A/C, No): 603-357-8491	
INSURED MONADNOCK29 Monadnock Area Peer Support Agency P.O. Box 258, 64 Beaver Street Keene NH 03431		INSURER(S) AFFORDING COVERAGE INSURER A: Western World Insurance Co. INSURER B: Central Insurance Companies INSURER C: Mount Vernon Fire Insurance INSURER D: NGM Insurance Company INSURER E: INSURER F:	
		NAIC # 14788	

COVERAGES**CERTIFICATE NUMBER:** 1621799167**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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC			NPP8190468	1/1/2014	1/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BAP8608820	5/28/2014	5/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A		WC8624826	1/1/2014	1/1/2015	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Directors & Officers			NDO20033051	1/1/2014	1/1/2015	1,000,000
D	Employee Dishonesty			F249006Y	7/17/2013	7/17/2014	\$15,000

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

Workers Comp Insurance: Part one (3A) applies to Workers Compensation Law for the State of NH

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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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Monadnock Area Peer Support Agency

Report on Financial Statements

I have audited the accompanying financial statements of Monadnock Area Peer Support Agency (a nonprofit organization) which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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 from material misstatement.

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

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audits opinion.

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, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

My audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues and expenses are presented for purposes of additional analysis and are 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 audit of the financial statements in accordance with auditing standards generally accepted in the United States of America. Accordingly, I do not express an opinion or any other form of assurance on such supplementary information.

Thomas A. Bates
Certified Public Accountant

Keene, New Hampshire
December 31, 2013

MONAGNATE AREA FERR SUPPORT AGENCY

STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2013 AND 2012

ASSETS

	2013	2012
CURRENT ASSETS:		
Cash	\$ 27,137	\$ 36,376
Prepaid expenses	2,822	1,112
Total current assets	29,959	37,688
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	70,884	61,313
	104,997	110,568
OTHER ASSETS:		
Cash restricted by state contract	9,395	13,651
	\$ 144,351	\$ 161,907

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:		
Accounts payable	\$ 2,304	\$ 0
Payroll and payroll taxes payable	2,968	3,341
Contract surplus payable	52	3,294
Current portion of long-term debt	5,865	8,072
Total current liabilities	11,189	19,707
NONCURRENT LIABILITIES:		
Unearned capital replacement reserve	9,395	5,357
Long-term debt, less current portion	59,888	39,022
Total noncurrent liabilities	69,283	44,379
NET ASSETS:		
Unrestricted	63,879	97,821
	\$ 144,351	\$ 161,907

The accompanying notes are an integral part of these financial statements.

MONA, VALLEY AREA COMMUNITY SHELTER, INC.
 STATEMENT OF ADDITIONAL NET ASSETS
 FOR THE YEARS ENDING 31 MARCH 2013 AND 2012

	2013	2012
UNRESTRICTED NET ASSETS		
Unrestricted operating revenues and support:		
Service contracts	\$ 141,398	\$ 140,613
Rental income	10,307	11,482
United Way	3,875	3,686
Release from surplus payable	4,204	2,373
Contributions	11,660	3,930
Interest income	54	104
	<u>171,498</u>	<u>162,188</u>
Expenses		
Program service	183,178	152,509
General management	22,262	17,551
	<u>205,440</u>	<u>170,060</u>
(Decrease) in unrestricted net assets from operations	(33,942)	(7,872)
NET ASSETS, beginning of year	<u>97,821</u>	<u>105,693</u>
NET ASSETS, end of year	<u>\$ 63,879</u>	<u>\$ 97,821</u>

The accompanying notes are an integral
 part of these financial statements.

MONALISA COMPANY'S FINANCIAL STATEMENTS

CASH FLOWS

FOR THE YEARS ENDING SEPTEMBER 30, 2013 AND 2012

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES:		
(Decrease) in net assets	\$ (33,942)	\$ (7,872)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	5,571	6,727
Changes in operating accounts:		
Prepaid expenses	(1,510)	(1,312)
Accounts payable	2,304	(527)
Payroll and payroll taxes payable	(373)	1,605
Contract surplus payable	(9,342)	(2,373)
Unearned capital replacement reserve	4,038	0
Cash restricted by state contract	4,256	2,373
Net cash (used in) operating activities	(27,898)	(1,379)
CASH FLOWS USED IN FINANCING ACTIVITIES:		
Proceeds from debt refinancing	70,000	0
Principal payments on long-term debt	(51,341)	(9,041)
Net cash provided by (used in) financing activities	18,659	(9,041)
(DECREASE) IN CASH	(9,239)	(10,420)
CASH, beginning of year	36,376	46,796
CASH, end of year	\$ 27,137	\$ 36,376
SUPPLEMENTAL OPERATING CASH FLOWS INFORMATION:		
Interest paid	\$ 3,119	\$ 3,375

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.

Monadnock Area Peer Support Agency Board of Directors

April 8, 2014

PRESIDENT

Bruce Hart

Expiration: 9/2015

VICE PRESIDENT

vacant

TREASURER

Patricia Jean Mackey

SECRETARY

Elizabeth C. Sayre

**AT LARGE BOARD
MEMBERS**

Theresa Noel

Joel Whiting

Theresa Poirer

Omar Diaz

Eric Coates

Tammy Hood

EXECUTIVE DIRECTOR

Damien Licata

KEY ADMINISTRATIVE PERSONNEL - FY2015

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	\$ 34,839.04	92%

EDUCATION

IPS Train the Trainers 5-day training
Antioch New England Graduate School

Keene, New Hampshire

Post Graduate Study, Master's Program, Applied Psychology
Bachelor of Arts, Clinical/Counseling Psychology, Cum Laude

Keene State College, Keene, New Hampshire

❖ 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.

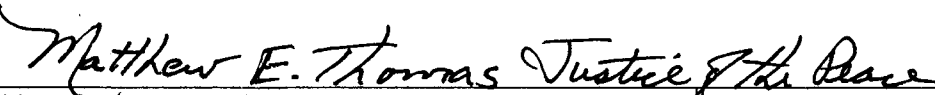
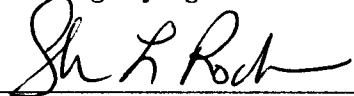
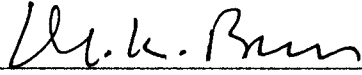
VOLUNTEER EXPERIENCE

- ❖ 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)

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 06-30-2015	1.8 Price Limitation \$453,109.
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director, DHHS, DCBCS		1.10 State Agency Telephone Number 603-271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Vincent D McHugh, Chairman of the Board	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>5/8/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] <i>Matthew E. Thomas my Comm. Expires 2/12/2019</i>			
1.13.2 Name and Title of Notary or Justice of the Peace  <i>Matthew E. Thomas Justice of the Peace</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director, DHHS, DCBCS	
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:  On: <u>6/4/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
SCOPE OF WORK
FY 2015

I. PEER SUPPORT SERVICES

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.

Contractor Initials: VM
Date: 5/8/14

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.

Contractor Initials: VM
Date: 5/8/14

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. BBH Requirements for Board of Directors: The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If 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.

14.3 Board of Director Job Descriptions: The Board of Director Members and Officers shall have written descriptions outlining their duties.

14.4. Board of Director Orientation: The Board of Directors shall have a documented Orientation Process and Manual.

14.5 Board of Director Trainings: The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This 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. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

14.8 Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

14.9. Board of Director List: The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

14.10. Annual Board Elections: The process and results of annual board elections shall be documented and kept on file at the agency.

14.11. Change in Board of Director Membership: BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

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.

Contractor Initials: UM
Date: 5/8/14

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.

18. Location of Services: The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

19. 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.

20. 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 is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

21. 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. Those records must 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.

22. Increase the Unduplicated Numbers Served: In FY 2015 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2014. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2015 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2015 may jeopardize future funding increases.

23. 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. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

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 2015.

25. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and 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.

MEMORANDUM OF UNDERSTANDING

FY 2015

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 Recover, Inc.**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2015. 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.

Contractor Initials: UM
Date: 5/8/14

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.

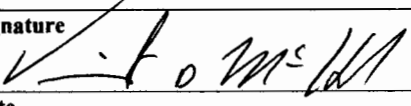
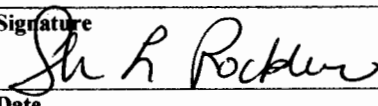
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

II. REMEDATION PROCESS

A. REMEDATION 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.

OTRTR FY15 MOU EXHIBIT A PSA

Agency: On The Road To Recover, Inc.	<i>DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health</i>
Name/Title: <i>Vincent D McHugh</i>	Name/Title: Sheri L. Rockburn, Director
Signature 	Signature 
Date <i>5/8/14</i>	Date <i>5/23/14</i>

Contractor Initials: *VDM*
Date: *5/8/14*

PEER SUPPORT SERVICES**FY2015 Contract 4****Fiscal Year / Quarter****On the Road to Recovery, Derry (Region 10)****Organization****David Blacksmith/Rick Kernozicky****Prepared By:****I. MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
 A2) Members 60 and over
 A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

125	5	8	8	146
21	1	0	2	24
146	6	8	10	170

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
 B2) New Members 60 and over (unduplicated within category at end of reporting period)

8	7	6	9	30
1	0	0	2	3

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
 A2) Unduplicated Members/Participants 60 and over (served in all programs)
 A3) Unduplicated Members/Participants Served in All Programs

120	5	4	5	134
19	1	0	1	21
139	6	4	6	155

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

12	6	4	11	33

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
 B) Total Visit Days (members and participants only)
 C) Average Daily Visits (# of visit days/number of days open in reporting period)
 D) Number of Daytime Hours Each Week
 E) Number of Evening Hours Each Week
 F) Number of Hours Open/Week (F=D+E)
 G) Number of Days the Program was Open in the Quarter
 H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
 H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

131	6	4	5	146
3256	3024	3075	3182	12537
44	42	44	42	
44	43	42	43	
0	0	0	0	
44	43	42	43	
74	72	70	75	291
15	14	13	14	
4	4	4	4	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

50	47	38	46	181

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
 B) Total Peer Support Telephone Calls Received

42	51	30	35	158
16	23	28	25	92

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
 B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

On the Road to Recovery, Derry (Region 10)

David Blacksmith/Rick Kernozicky

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

4	3	4	2	13

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

2	1	1	1	5

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0

b2) Other Hospital

0	0	0	0	0

b3) Other

0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	
Y	Y	Y	

B) Monthly Newsletters Y/N

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

7	2	0	3	12

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	1	0	1	2

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

402	456	482	501	1841

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

2970	3010	3264	3400	12644

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

On the Road to Recovery, Manchester (Region 7)

David Blacksmith/Rick Kernozicky

Organization

Prepared By:

I. MEMBERSHIP

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
A2) Members 60 and over
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

165	8	7	8	188
27	1	0	2	30
192	9	7	10	218

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
B2) New Members 60 and over (unduplicated within category at end of reporting period)

5	8	3	6	22
2	1	0	2	5

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
A2) Unduplicated Members/Participants 60 and over (served in all programs)
A3) Unduplicated Members/Participants Served in All Programs

148	6	3	4	161
24	1	0	2	27
172	7	3	6	188

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

1	2	1	1	5

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
B) Total Visit Days (members and participants only)
C) Average Daily Visits (# of visit days/number of days open in reporting period)
D) Number of Daytime Hours Each Week
E) Number of Evening Hours Each Week
F) Number of Hours Open/Week (F=D+E)
G) Number of Days the Program was Open in the Quarter
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

153	5	3	7	168
3552	3384	3375	3478	13789
48	47	48	46	
44	43	42	43	
0	0	0	0	
44	43	42	43	
74	72	70	75	291
15	14	14	15	
4	4	5	4	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

8	10	15	14	47

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
B) Total Peer Support Telephone Calls Received

11	14	16	14	55
4	6	6	5	21

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

On the Road to Recovery, Manchester (Region 7)

David Blacksmith/Rick Kernozicky

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

3	2	3	3	11

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

1	1	2	2	6

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

6	3	4	4	17

B) Referral Source:

b1) New Hampshire Hospital

4	2	2	3	11

b2) Other Hospital

1	1	1	1	4

b3) Other

1	0	1	0	2

B) Total Number of Transitional Housing bed days per quarter

475	484	496	502	1957

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	
Y	Y	Y	

B) Monthly Newsletters Y/N

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

7	2	0	3	12

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	2	1	0	3

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

268	280	296	310	1154

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1005	1360	1809	2040	6214

EXHIBIT B
METHODS OF PAYMENT
FY 2015

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:

Training and Development	\$12,500
Capital Expenditures	2,500
Retirement	1,792
Depreciation	2,901
Total	\$19,693

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 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.

Contractor Initials: VM
Date: 5/8/14

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: \$201,863

Federal Funds: \$251,246

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services

Program Title: Block Grants for Community Mental Health Services

Amount: \$251,246

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

FY15 Exhibit B PSA OTRTR

Contractor Initials: *um*

Date: *5/8/14*

Budget Form

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

Bidder/Program Name: On The Road To Recovery, Inc.

Budget Request for: Consumer Peer Support Services
(Name of RFP)

Budget Period: 07-01-14 - 06-30-15

	Direct Incremental	Indirect Fixed	Total	Allocating Factor
1. Total Salary/Wages	\$ 169,059.00	\$ 28,538.00	\$ 197,597.00	E.D. admin. duties = 70%
2. Employee Benefits	\$ 36,223.00	\$ 11,312.00	\$ 47,535.00	E.D. benefits calc. = 70%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 5,600.00	\$ -	\$ 5,600.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 2,901.00	\$ -	\$ 2,901.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 14,830.00	\$ -	\$ 14,830.00	
6. Travel	\$ 19,754.00	\$ -	\$ 19,754.00	
7. Occupancy	\$ 115,815.00	\$ 2,751.00	\$ 118,566.00	E.D. admin office space = FTE
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 9,360.00	\$ 2,340.00	\$ 11,700.00	E.D. admin. phone use 20%
Postage	\$ 1,550.00	\$ -	\$ 1,550.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 7,000.00	\$ -	\$ 7,000.00	
Insurance	\$ 7,577.00	\$ 4,948.00	\$ 12,525.00	E.D. liability only calc. = 70%
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 550.00	\$ -	\$ 550.00	
11. Staff Education and Training	\$ 12,500.00	\$ -	\$ 12,500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Employee background checks, licenses & fees, dues	\$ 1,000.00	\$ -	\$ 1,000.00	
Capital Expenditures - Member computers	\$ 2,500.00	\$ -	\$ 2,500.00	
	\$ -	\$ -	\$ -	
TOTAL	\$ 406,219.00	\$ 49,889.00	\$ 456,108.00	

Indirect As A Percent of Direct

12.3%

Region: Region 7

Agency: On The Road to Recovery, Inc.

FISCAL PERIOD: FY2015 Contract

400	PROG. SERV. FEES	Total Agency	Total Administration	Peer Support Program Derry 111a	Peer Support Program Manchester 211a	Transitional Housing 111d	Other Non-BBH 111f
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. Alci/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	251,246	0	82,106	136,299	32,841	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	201,863	0	64,963	110,513	26,387	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	456,109	0	147,069	246,812	62,228	0
500	GM Allocation	0	0	0	0	0	0
	TOTAL PROGRAM REVENUES	456,109	0	147,069	246,812	62,228	0

Region: Region 7

Agency: On The Road to Recovery, Inc.

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Derry 111a	Peer Support Program Manchester 211a	Transitional Housing 111d	Other Non-BBH 111f
600 PERSONNEL COSTS						
601 Salary & Wages	197,597	0	63,046	123,632	10,920	0
602 Employee Benefits	32,419	0	12,851	17,632	1,935	0
603 Payroll taxes	15,116	0	4,823	9,458	835	0
Subtotal	245,133	0	80,720	150,722	13,691	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	0	0	0	0	0	0
625 Audit Fees	7,000	0	2,380	4,620	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	12,500	0	0	12,500	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	30,000	24,600	38,892	0
642 Mortgage Payments	0	0	0	0	0	0
643 Heating Costs	7,849	0	4,435	3,414	0	0
644 Other Utilities	6,045	0	2,745	1,500	1,800	0
645 Maintenance & Repairs	8,780	0	985	1,900	5,895	0
646 Taxes	0	0	0	0	0	0
647 Other Occupancy Costs	2,400	0	0	2,400	0	0
650 CONSUMABLE SUPPLIES						
651 Office	3,313	0	1,535	1,778	0	0
652 Building/Household	7,617	0	2,000	3,667	1,950	0
653 Educational/Training	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0
655 Food	1,400	0	1,400	0	0	0
656 Medical	0	0	0	0	0	0
657 Other Consumable Supplies	2,500	0	1,150	1,350	0	0
660 CAPITAL EXPENDITURES	2,500	0	1,250	1,250	0	0
665 DEPRECIATION	2,901	0	2,901	0	0	0
670 EQUIPMENT RENTAL	5,600	0	1,800	3,800	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0	0
Subtotal page	409,030	0	130,400	216,402	62,228	0

Region: Region 7

Agency: On The Road to Recovery, Inc.

FISCAL PERIOD: FY2015 Contract

Total Agency	Total Administration	Peer Support Program Derry 111a	Peer Support Program Manchester 211a	Transitional Housing 111d	Other Non-BBH 111f
Total Carried Forward	409,030	0	130,400	216,402	62,228
700 ADVERTISING	200	0	100	100	0
710 PRINTING	350	0	350	350	0
720 TELEPHONE/COMMUNICATIONS	11,700	0	3,850	7,850	0
730 POSTAGE/SHIPPING	1,550	0	1,200	350	0
740 TRANSPORTATION					
741 Board Members	0	0	0	0	0
742 Staff	6,790	0	2,451	4,339	0
743 Clients	12,964	0	6,482	6,482	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	1,630	0	0	1,630	0
762 Vehicles	3,826	0	1,250	2,576	0
763 Comprehensive Property & Liability	7,069	0	836	6,233	0
770 MEMBERSHIP DUES	0	0	0	0	0
800 OTHER EXPENDITURES	1,000	0	500	500	0
801 INTEREST EXPENSE	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0
TOTAL EXPENSES	456,109	0	147,069	246,812	62,228
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0
TOTAL PROGRAM EXPENSES	456,109	0	147,069	246,812	62,228
SURPLUS/(DEFICIT)					
Total Revenue - Total Expenses (line 49 - 116)	0	0	(0)	0	0
Verification of Balancing s/b 0	0	0	0	0	0

BUDGET FORM C

AGENCY On The Road To Recover, Inc.
FISCAL YEAR 2015

PREPARED BY David Blacksmith
DATE PREPARED 04-14-2014

A = Acquisition
R = Rehabilitation

PROGRAM	ITEM	NUMBER	COST PER ITEM	TOTAL COST	REQUEST	A	R
Member Peer Support Manchester	Computer	4	312.50	1250.00		X	
Member Peer Support Derry	Computer	4	312.50	1250.00		X	
Grand Total				2500.00		X	

EXHIBIT C
SPECIAL PROVISIONS
FY 2015

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.

Contractor Initials: 
Date: 5/8/14

- 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.

Contractor Initials: 
Date: 5/8/14

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.

Contractor Initials: VM
Date: 5/8/14

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 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.

Contractor Initials: VM

Date: 5/8/14

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.

Contractor Initials: *VM*
Date: *5/8/14*

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.

FY15 Exhibit C PSA

Contractor Initials: Um
Date: 5/8/14

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

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

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

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

13 Orange Street, Manchester, NH 03104
12 Birch Street, Derry, NH 03038

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

____On The Road To Recovery, Inc.

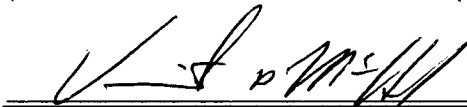
From: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Vincent D McHugh, Chairman of the Board

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

5/8/14

(Date)

Contractor Initials: VM

Date: 5/8/14

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: 07-01-14 through 06-30-15

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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


 (Contractor Representative Signature)

Vincent D McHugh, Chairman of the Board
 (Authorized Contractor Representative Name & Title)

On The Road To Recovery, Inc.
 (Contractor Name)

5/8/14
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

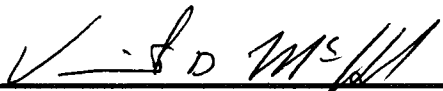
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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.

<u></u> (Contractor Representative Signature)	<u>Vincent D McHugh, Chairman of the Board</u> (Authorized Contractor Representative Name & Title)
<u>On The Road To Recovery, Inc.</u> (Contractor Name)	<u>5/8/14</u> (Date)

Contractor Initials: VM
Date: 5/8/14

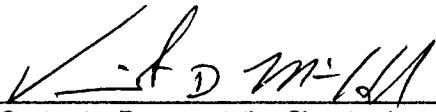
NH Department of Health and Human Services

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 D McHugh, Chairman of the Board
(Authorized Contractor Representative Name & Title)

On The Road To Recovery, Inc.
(Contractor Name)

5/8/14
(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.

 Vincent D McHugh, Chairman of the Board
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

On The Road To Recovery, Inc.
(Contractor Name)

5/8/14
(Date)

Contractor Initials: 
Date: 5/8/14

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 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.

Bureau of Behavioral Health
The State Agency Name

On The Road To Recovery, Inc.
Name of the Contractor



Signature of Authorized Representative



Signature of Authorized Representative

Sheri L. Rockburn
Name of Authorized Representative

Vincent D McHugh
Name of Authorized Representative

Director
Title of Authorized Representative

Chairman of the Board
Title of Authorized Representative

5/15/14
Date

5/8/14
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.

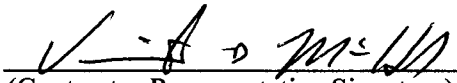
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.


(Contractor Representative Signature)

Vincent D McHugh
(Authorized Contractor Representative Name & Title)

On The Road To Recover, Inc.
(Contractor Name)

5/8/14
(Date)

Contractor initials: 
Date: 5/8/14

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?

 NO

XXX 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

XXX 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: _____

Contractor initials: VM

Date: ~~5/14/14~~ 5/8/14 VM

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 14th day of April A.D. 2014

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Paul Mertzic, do hereby certify that:

1. I am the duly elected Clerk of On The Road To Recovery, 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 Saturday, March 22, 2014.

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:

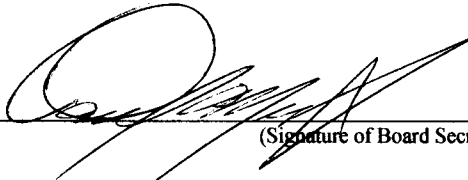
To Provide: Peer Support Services

RESOLVED: That the Chairman of the Board 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 5/8/14.

4. Vincent D McHugh is duly elected Chairman of the Board of the Corporation.

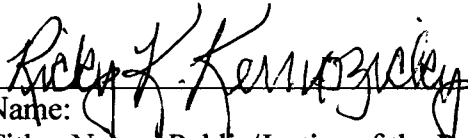
(Seal)
(Corporation)


(Signature of Board Secretary)

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this 8th day of May by
Ricky K. Kernozicky.


Name:
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: 10/06/16

RICKY K. KERNOZICKY
Notary Public - New Hampshire
My Commission Expires October 6, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2014

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: Pat Mack PHONE (A/C No. Ext.): (603) 293-2791 FAX (A/C No.): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com	
INSURED On The Road To Recovery, Inc. 13 Orange Street PO Box 1721 Manchester NH 03105		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Traveler's Assigned Risk & W/C INSURER C: United States Liability INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** Cert for State**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		PHPK1031582	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						
	A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS	☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	PHPK1031582	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Terrorism Coverage \$
		UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE					
A		DED ☒ RETENTION \$ 10,000		PHUB423594	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	6JUB-2E07847-6-14	3/19/2014	3/19/2015	WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
C	Directors & Officers Employment Practices		NDO2008688G	12/14/2013	12/14/2014	Aggregate \$1,000,000 Aggregate \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
A. Crime-Employee Dishonesty PHPK1031582, 7/1/2013-7/1/2014 Limit \$35,000

Location #1) 13 & 13A Orange Street, Manchester, NH
Location #2) 12 Birch Street, Derry, NH

CERTIFICATE HOLDER

slawrence@dhhs.state.nh.us 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 Pat Mack/PAT <i>Pat Mack</i>

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

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

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 financial statements On The Road to Recover, Inc. (a New Hampshire nonprofit corporation), which comprises the statements of financial position as of June 30, 2013 and 2012 and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of On The Road to Recover, Inc. as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
September 20, 2013

ON THE ROAD TO RECOVERY, INC
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2013 AND 2012

ASSETS	2013	2012
CURRENT ASSETS		
Cash, non-BBH refundable	\$ 27,188	\$ 16,632
Cash, BBH refundable	91,796	87,876
Funds held for others	3,200	6,280
Prepaid expenses	14,532	18,969
Total Current Assets	<u>136,716</u>	<u>129,757</u>
PROPERTY AND EQUIPMENT, at cost		
Leasehold improvements	35,971	35,971
Vehicles	21,975	21,975
Equipment & furniture	50,660	50,660
	<u>108,606</u>	<u>108,606</u>
Less accumulated depreciation	(91,281)	(89,102)
	<u>17,325</u>	<u>19,504</u>
OTHER ASSETS		
Investments	1,427	1,427
Loan receivable	200	50
Deposits	2,500	2,500
	<u>4,127</u>	<u>3,977</u>
Total Assets	<u><u>158,168</u></u>	<u><u>153,238</u></u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	6,935	8,165
Accrued expenses	10,252	7,095
Due to other agencies	1,034	4,115
Housing escrow payable	2,166	2,165
Deferred revenue, restricted BBH funds	91,796	87,876
Total Current Liabilities	<u>112,183</u>	<u>109,416</u>
NET ASSETS		
Unrestricted	<u>45,985</u>	<u>43,822</u>
Total Liabilities and Net Assets	<u><u>\$ 158,168</u></u>	<u><u>\$ 153,238</u></u>

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, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	\$ 404,624	\$ 412,493
Special funding, in-service training	27,534	-
Fundraising income	22,442	50,671
Program services	3,175	500
Interest income	70	207
Total support and revenue	<u>457,845</u>	<u>463,871</u>
EXPENSES		
Program	437,582	413,200
Management & general	1,127	15,416
Bingo and poker events	16,973	50,113
Total expenses	<u>455,682</u>	<u>478,729</u>
Increase (decrease) in net assets	2,163	(14,858)
Net assets, beginning of year	<u>43,822</u>	<u>58,680</u>
Net assets, end of year	<u>\$ 45,985</u>	<u>\$ 43,822</u>

See Independent Auditors' Report and Notes to Financial Statements

ON THE ROAD TO RECOVERY, INC
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ 2,163	\$ (14,858)
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation & amortization	2,179	2,807
(Increase) Decrease in operating assets		
Funds held for others	3,080	(2,763)
Prepaid expenses	4,437	(4,002)
Loan receivable	(150)	1,301
Increase (Decrease) in operating liabilities		
Accounts payable	(1,230)	(6,828)
Accrued expenses	3,157	(702)
Amounts due to other agencies	(3,081)	2,760
Housing escrow	1	3
Deferred revenue, restricted BBH funds	3,920	(862)
Net Cash Provided (Used) By Operating Activities	<u>14,476</u>	<u>(23,144)</u>
 Net Increase (Decrease) in Unrestricted Cash and Cash Equivalents	 14,476	 (23,144)
 Unrestricted Cash and Cash Equivalents, Beginning of Year	 <u>104,508</u>	 <u>127,652</u>
 Unrestricted Cash and Cash Equivalents, End of Year	 <u>\$ 118,984</u>	 <u>\$ 104,508</u>

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.

On the Road to Recovery, Inc.

BOARD OF DIRECTORS

March 22, 2014

CHAIRMAN
Vincent McHugh

VICE CHAIRMAN
Jacqueline Cuddihy

SECRETARY/TREASURER
Paul Mertzic

DIRECTORS
Steven Chilafoe, Sr.

Joyce Herndon

Tracie McHugh

Juanita Leach

Amy Pratte

George Proulx

Timothy Firman

BUSINESS MANAGER
Peter Deleault

INTERIM EXEC. DIRECTOR
PROGRAM DIRECTOR
David Blacksmith

KEY ADMINISTRATIVE PERSONNEL - FY2015

ON THE ROAD TO RECOVERY

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Warren Bouchard	1.00	\$ 40,768.00	\$ 40,499.85	99%

David J. Blacksmith

HIGHLIGHTS

- Keen Ability to Network People and Resources
- Well-Developed Listening, Counseling, Problem Solving and Teaching Skills
- Excellent Verbal and Written Communication
- Team Minded Servant Leader with Strong Administrative Abilities
- Able to Handle Crisis or Stressful Situations with Ease
- Technically Proficient with Computers, Networking, Donor Software, Microsoft Office

WORK HISTORY

On the Road to Recovery, Manchester & Derry

2008 – Present

Acting Executive Director

Program Director

Provide leadership and oversight to all areas related to peer-support agency, specializing in people managing their mental health, as well as addressing homelessness, and substance abuse. Responsibilities include: agency oversight; fiscal management; maintain integrity to the contractual relationship with the State; all aspects of programming groups, social events, and agency wide gatherings; inter-agency and community relationships.

- Successfully launched a secondary site in Derry to provide IPS services to that Region
- Effectively increased membership and active participation in both sites
- Responsible for recruiting, hiring, scheduling and supervising staff of 15
- Created a vibrant newsletter which has led to an expanded readership and increased membership rolls
- Trained multiple employees and peers in the Principles and Tasks of Intentional Peer Support
- Significantly upgraded the physical site in order to improve image to both members and the neighborhood community
- Provide guidance and leadership to our Transitional Housing residents
- Built strong working relationships with other area agencies, thus enhancing the reputation of our agency and enhancing the programming for our members
- Expanded programming to include outreach and community service
- Given overall management of both peer centers and transitional housing unit, keeping all things within budget requirements

Southern New Hampshire Rescue Mission

2003 - 2008

Founder/Executive Director

Responsibilities: Staff and volunteer development, community relations, human resources, programming, outreach, counseling, fund-raising, budgeting, and public speaking.

- Founded this on-going social service agency to the homeless and poor
- Secured and enlarged donor and volunteer base
- Built strong relationships with clientele, neighborhood, community leaders, churches
- Located and purchased facilities for the work, thus creating a long-standing relationship and presence within the community
- Supervised a handful of staff and hundreds of volunteers
- Successfully began residential shelter for single homeless men

WORK
HISTORY
(continued)

Las Vegas Rescue Mission
Executive Director

1999 – 2003

Responsibilities: Staff and volunteer development, community relations, fund-raising, budgeting, human resources, programming, outreach, counseling, and public speaking.

- Initiated comprehensive Case Management Program
- Initiated and completed \$1.2m building project to expand services to homeless men, and single-fathers with children
- Effectively built relationships with area agencies to create a network for a holistic approach to enable clients to succeed
- Established an extensive and effective Job Development Program which generated over \$250k into the pockets of the homeless, many securing permanent employment through the Program
- Implemented Recovery Program for those struggling with addictive behaviors
- Expanded donor base 150% ; volunteer base 300%
- Responsible for recruiting, hiring, scheduling and supervising staff of 20
- Dramatically increased community involvement

EDUCATION

Moody Bible Institute, Chicago, IL
Ministerial Studies

1983 – 1987

University of Massachusetts, Lowell, MA
Bachelor of Arts
Concentrations: Music Education / Business Administration

1973 – 1977

Bedford High School, Bedford, MA
College Preparatory

1969 – 1973

ADDITIONAL
TRAINING

Train the Trainer – Intentional Peer Support; Middletown, CT
Intentional Peer Support: An Alternative Approach; BBH, Concord, NH
Prison Volunteer Training, Concord, NH
Art of Listening, Hospital Chaplaincy Services
Powerful Business Writing Skills, National Seminars, Inc.
Business Management, Cornell University, Ithaca, NY (Extension)
Essentials in Management, American Management Association (Extension)

OTHER
SKILLS

PC Windows Literate; Proficient in Microsoft Office; Database, Website and Newsletter Design and Development; Donor Management Software; Prolific Writer

CIVIC
ACTIVITIES

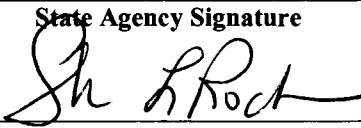
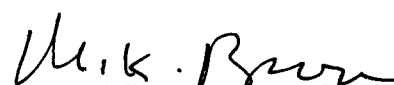
Member, Greater Manchester Continuum of Care	2010 - Present
Member, Nashua Continuum of Care	2003 – 2008
Member, Southern Nevada Homeless Coalition	1999 – 2003
Member, Emergency Food and Shelter Board	1999 – 2003
Chairman, Child Evangelism Fellowship	1999 – 2001
Member, Manchester Rotary, Manchester, VT	1997 – 1999
Director of Volunteer Chaplains, Sonoma Valley Hospital	1991 – 1992
Southern Nevada Task Force for the Homeless	1987 – 1990

Personal and Professional References Available Upon Request

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 06-30-2015	1.8 Price Limitation \$248,574.
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director, DHHS, DCBCS		1.10 State Agency Telephone Number 603-271-5000	
1.11 Contractor Signature RUTH PUZA PRES.-BOARD OF DIRECTORS →		1.12 Name and Title of Contractor Signatory Ruth A. Puza NHOL CHAIR 3/28/17 - 8/13/17	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>5/9/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  x - Sept 22, 2015			
1.13.2 Name and Title of Notary or ~~Justice of the Peace~~ Matthew Romano, Notary of Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director, DHHS, DCBCS	
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:  On: <u>6/4/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
SCOPE OF WORK
FY 2015

I. PEER SUPPORT SERVICES

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.

Contractor Initials: *LP*
Date: *5-9-14*

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.

Contractor Initials: RL
Date: 5-9-14

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. BBH Requirements for Board of Directors: The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If 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.

14.3 Board of Director Job Descriptions: The Board of Director Members and Officers shall have written descriptions outlining their duties.

14.4. Board of Director Orientation: The Board of Directors shall have a documented Orientation Process and Manual.

14.5 Board of Director Trainings: The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This 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. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

14.8 Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

14.9. Board of Director List: The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

14.10. Annual Board Elections: The process and results of annual board elections shall be documented and kept on file at the agency.

14.11. Change in Board of Director Membership: BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

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.

Contractor Initials: 
Date: 5-7-14

- 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.
- 18. Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.
- 19. 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.
- 20. 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 is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.
- 21. 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. Those records must 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.
- 22. Increase the Unduplicated Numbers Served:** In FY 2015 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2014. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2015 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2015 may jeopardize future funding increases.
- 23. 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. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.
- 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 2015.
- 26. Commencement Date of Agreement:** The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and 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.

MEMORANDUM OF UNDERSTANDING

FY 2015

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 2015. 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.

Contractor Initials: 
Date: 5-9-14

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.

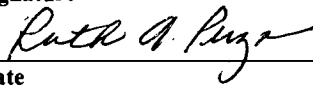
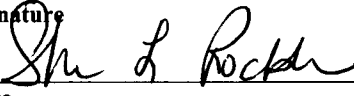
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

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.

SCA FY15 MOU EXHIBIT A PSA

Agency: Seacoast Consumer Alliance Peer Support Center, Inc.	DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health
Name/Title: RUTH A. PUZA PRES.	Name/Title: Sheri L. Rockburn, Director
Signature 	Signature 
Date 5-9-14	Date 5/23/14

Contractor Initials: 
Date: 5-9-14

PEER SUPPORT SERVICES**FY2015 Contract 4****Fiscal Year / Quarter****Seacoast Consumer Alliance Peer Support Center(Portsmouth)****Hilary Clarke****Organization****Prepared By:****I. MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
 A2) Members 60 and over
 A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

235	8	8	8	259
39	2	3	2	46
274	10	11	10	305

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
 B2) New Members 60 and over (unduplicated within category at end of reporting period)

8	7	8	10	33
3	3	2	3	11

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
 A2) Unduplicated Members/Participants 60 and over (served in all programs)
 A3) Unduplicated Members/Participants Served in All Programs

80	20	8	11	119
22	6	5	6	39
102	26	13	17	158

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

10	5	5	8	28

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
 B) Total Visit Days (members and participants only)
 C) Average Daily Visits (# of visit days/number of days open in reporting period)
 D) Number of Daytime Hours Each Week
 E) Number of Evening Hours Each Week
 F) Number of Hours Open/Week (F=D+E)
 G) Number of Days the Program was Open in the Quarter
 H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
 H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

70	26	20	20	136
1000	900	800	1000	3700
13	12	11	13	
39	39	39	39	
5	5	5	5	
44	44	44	44	
78	77	72	78	305
20	22	20	20	
8	6	6	6	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

225	120	120	129	594

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
 B) Total Peer Support Telephone Calls Received

50	30	40	30	150
180	120	130	100	530

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
 B) Total Warmline Telephone Calls Received

150	150	190	100	590
750	725	725	710	2910

PEER SUPPORT SERVICES**FY2015 Contract 4****Fiscal Year / Quarter****Seacoast Consumer Alliance Peer Support Center(Portsmouth)****Hilary Clarke****Organization****Prepared By:**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

9	8	9	9	35

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

1	1	1	1	4

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0

b2) Other Hospital

0	0	0	0	0

b3) Other

0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	

Y

Y

Y

B) Monthly Newsletters Y/N

Y	Y	Y	

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	4	0	4	8

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

300	250	270	300	1120

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1620	1580	1600	1620	6420

EXHIBIT B
METHODS OF PAYMENT
FY 2015

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:

Training and Development	\$6,000
Capital Expenditures	2,500
Retirement	1,872
Depreciation	2,901
Total	\$13,273

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.

Contractor Initials: 
Date: 5.9.14

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: \$110,741

Federal Funds: \$137,833

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services

Program Title: Block Grants for Community Mental Health Services

Amount: \$137,833

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

FY15 Exhibit B PSA SCA

Contractor Initials: *RP*
Date: *5-9-14*

Budget Form

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

Bidder/Program Name: Seacoast Consumer Alliance Peer Support Center

Budget Request for: Consumer Peer Support

(Name of RFP)

Budget Period: July 1, 2014-June 30, 2015

	Direct Incremental	Indirect Fixed	Total	Allocation
1. Total Salary/Wages	\$ 130,149.85	\$ 17,933.15	\$ 148,083.00	Includes 20% of ED time + 40% of administrative assistant time plus payroll taxes in the same proportion
2. Employee Benefits	\$ 16,930.73	\$ 4,106.27	\$ 21,037.00	Includes 20% of ED benefits + 40% of administrative assistant benefits
3. Consultants	\$ 5,640.00	\$ 3,760.00	\$ 9,400.00	Includes 40% bookkeeping/Accounting and payroll services
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 3,540.00	\$ 960.00	\$ 4,500.00	20% allocated to indirect
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 2,755.95	\$ 145.05	\$ 2,901.00	5% allocated to indirect based on building square footage dedicated to administration
5. Supplies:	\$ 4,103.00	\$ -	\$ 4,103.00	Includes building, other consumable supplies & food
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 312.50	\$ 937.50	\$ 1,250.00	75% allocated to indirect
6. Travel	\$ 10,440.00	\$ 1,200.00	\$ 11,640.00	50% staff travel allocated to indirect
7. Occupancy	\$ 20,957.00	\$ 1,103.00	\$ 22,060.00	5% allocated to indirect based on building square footage dedicated to administration
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,040.00	\$ 760.00	\$ 3,800.00	20% allocated to indirect
Postage	\$ 121.00	\$ 129.00	\$ 250.00	Allocation to indirect based on postage for mailing bills, contracts, etc.
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 4,200.00	\$ 2,800.00	\$ 7,000.00	40% allocated to indirect based on contractual audit requirements
Insurance	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00	20% allocated to indirect based on types of coverage
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 250.00	\$ -	\$ 250.00	
11. Staff Education and Training	\$ 6,000.00	\$ -	\$ 6,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 1,300.00	\$ -	\$ 1,300.00	Includes printing, dues, advertising
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 213,740.03	\$ 34,833.97	\$ 248,574.00	

Indirect As A Percent of Direct

16.3%

Region: Region 8

Agency: Seacoast Consumer Alliance Peer Support Center, Inc.

FISCAL PERIOD: FY2015 Contract

400	PROG. SERV. FEES	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Other Non-BBH 111f
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	137,833	0	137,833	0	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	110,741	0	81,591	29,150	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	248,574	0	219,424	29,150	0
500	GM Allocation	0	0	0	0	0
	TOTAL PROGRAM REVENUES	248,574	0	219,424	29,150	0

Region: Region 8

Agency: Seacoast Consumer Alliance Peer Support Center, Inc.

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Other Non-BBH 111f
600 PERSONNEL COSTS					
601 Salary & Wages	137,560	0	119,340	18,220	0
602 Employee Benefits	21,037	0	16,441	4,596	0
603 Payroll taxes	10,523	0	9,129	1,394	0
Subtotal	169,120	0	144,910	24,210	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	6,700	0	5,500	1,200	0
625 Audit Fees	7,000	0	5,600	1,400	0
626 Legal Fees	0	0	0	0	0
627 Other Professional Fees/Consult	2,700	0	2,160	540	0
630 STAFF DEV & TRNG.					
631 Journals & Publications	0	0	0	0	0
632 In-Service Training	6,000	0	6,000	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	2,500	0	2,500	0	0
644 Other Utilities	4,000	0	4,000	0	0
645 Maintenance & Repairs	1,800	0	1,800	0	0
646 Taxes	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0
650 CONSUMABLE SUPPLIES					
651 Office	1,250	0	1,250	0	0
652 Building/Household	1,250	0	1,250	0	0
653 Educational/Training	100	0	100	0	0
654 Production & Sales	0	0	0	0	0
655 Food	1,500	0	1,500	0	0
656 Medical	128	0	128	0	0
657 Other Consumable Supplies	1,125	0	1,125	0	0
660 CAPITAL EXPENDITURES	2,500	0	2,500	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	226,334	0	198,984	27,350	0

Region: Region 8

Agency: Seacoast Consumer Alliance Peer Support Center, Inc.

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Other Non-BBH 111f
Total Carried Forward	226,334	0	198,984	27,350	0
700 ADVERTISING	250	0	250	0	0
710 PRINTING	800	0	800	0	0
720 TELEPHONE/COMMUNICATIONS	3,800	0	2,000	1,800	0
730 POSTAGE/SHIPPING	250	0	250	0	0
740 TRANSPORTATION					
741 Board Members	240	0	240	0	0
742 Staff	2,400	0	2,400	0	0
743 Clients	9,000	0	9,000	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	1,000	0	1,000	0	0
762 Vehicles	1,200	0	1,200	0	0
763 Comprehensive Property & Liability	2,800	0	2,800	0	0
770 MEMBERSHIP DUES	500	0	500	0	0
800 OTHER EXPENDITURES	0	0	0	0	0
801 INTEREST EXPENSE	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0
TOTAL EXPENSES	248,574	0	219,424	29,150	0
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0
TOTAL PROGRAM EXPENSES	248,574	0	219,424	29,150	0
SURPLUS/(DEFICIT)					
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	(0)	0
Verification of Balancing s/b 0	(0)				

BUDGET FORM C

AGENCY Seacoast Consumer Alliance Peer Support Center, Inc.
FISCAL YEAR 2015

PREPARED BY Charlotte Duquette
DATE PREPARED May 2014

A = Acquisition
R = Rehabilitation

PROGRAM	ITEM	NUMBER	COST PER ITEM	TOTAL COST	REQUEST	A	R
Office & Program	computers&software	3		2,500	x		
Grand Total				2,500			

EXHIBIT C
SPECIAL PROVISIONS
FY 2015

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.

Contractor Initials: 
Date: 5-9-14

- 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.

Contractor Initials: RP
Date: 5-7-14

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.

Contractor Initials: *RP*
Date: *5-9-14*

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.

Contractor Initials: 
Date: 5-9-14

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.

Contractor Initials: RP
Date: 5-9-14

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.

FY15 Exhibit C PSA

Contractor Initials: LL
Date: 5.9.14

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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

Seacoast Consumer Alliance PSC, Inc.

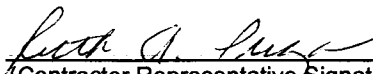
From: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Ruth Puza, President

(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)

5-6-14
(Date)

Contractor Initials: 

Date: 5/6/14

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):

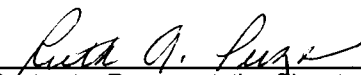
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: 07-01-14 through 06-30-15

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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


 (Contractor Representative Signature)

Ruth Puza, President
 (Authorized Contractor Representative Name & Title)

Seacoast Consumer Alliance PSC, Inc.
 (Contractor Name)

5-6-14
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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.

<u></u> (Contractor Representative Signature)	<u>Ruth Puza, President</u> (Authorized Contractor Representative Name & Title)
<u>Seacoast Consumer Alliance PSC, Inc.</u> (Contractor Name)	<u>5/6/14</u> (Date)

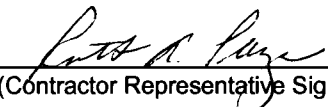
NH Department of Health and Human Services

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.

 Ruth Puza, President
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Seacoast Consumer Alliance PSC, Inc. 5/6/14
(Contractor Name) (Date)

NH Department of Health and Human Services

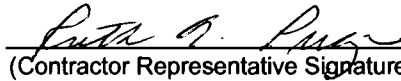
STANDARD EXHIBIT H

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.


(Contractor Representative Signature)

Ruth Puza, President
(Authorized Contractor Representative Name & Title)

Seacoast Consumer Alliance Peer Support Center, Inc.
(Contractor Name)

5/6/14
(Date)

Contractor Initials: 
Date: 5/6/14

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 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.

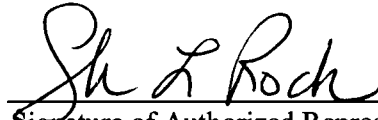
(6) **Miscellaneous**

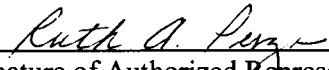
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section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

Bureau of Behavioral Health
The State Agency Name

Seacoast Consumer Alliance PSA, Inc.
Name of the Contractor


Signature of Authorized Representative


Signature of Authorized Representative

Sheri L. Rockburn
Name of Authorized Representative

Ruth Puza
Name of Authorized Representative

Director
Title of Authorized Representative

President
Title of Authorized Representative

5/13/14
Date

5/6/14
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: 96-207-0934

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: _____

Contractor initials: RP

Date: 5/6/14

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.

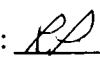
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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.

 Ruth Puza, President
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Seacoast Consumer Alliance PSC, Inc. 5/6/14
(Contractor Name) (Date)

Contractor initials: 
Date: 5/6/14

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 4th day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "Wm Gardner", written in dark ink.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, **Bob Montgomery**, 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 **May 6, 2014**.

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:

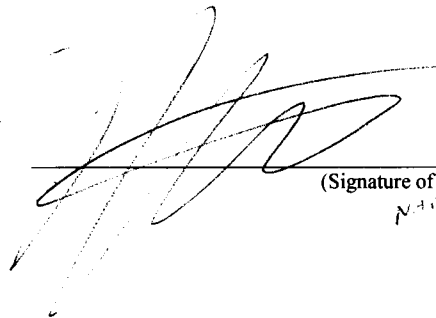
**To Provide: Peer Support Services
Warmline Services for Regions 8, 9 & 10**

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
4. May 9, 2014.

5. Ruth Puza is duly elected President of the Corporation.

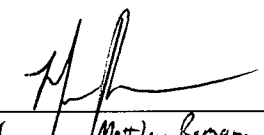
(Seal)
(Corporation)


(Signature of Board ~~Treasurer~~ Treasurer)
N.H. 68, MYRUS 291 x 8126/117

State of New Hampshire

County of (Rockingham)

The foregoing instrument was acknowledged before me this Friday day of (May 9, 2014) by
(Bob Montgomery).


Name: (Matthew Roman)
Title: Notary Public/~~Justice of the Peace~~

(Seal)
(Notary Public)

Commission Expires: (Sept 22, 2015)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 04/17/2014												
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: Riverport Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Mount Vernon Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	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:		
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 HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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 5453657605	12/18/13	12/18/14	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 5453657605	12/18/13	12/18/14	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	11/17/13	11/17/14	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 28-83-003517-03	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 5453657605	12/18/13	12/18/14	Building Limit: \$331,400. Contents: \$34,800. Deductible: \$500.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

OTHER: Dishonesty Bond MERCHANTS BONDING CO. Bond # 3234 10/06/13-10/06/14

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

The Demers Agency

Seacoast Consumer Alliance Peer Support Center Inc.

Property and General Liability Package:		Effective Dates	12/18/13-12/18/114	
Building Coverage	\$331,400.	Contents Coverage	\$34,800.	
General Liability:		\$2 million/	\$2 Million	Total Package Premium \$1,431.00/yr.
Business Auto:		Effective Dates	12/18/13-12/18/14	
07 Hyundai Entorage	Comprehensive DED-\$250	Collision DED-\$500	Liab-\$1 Million	Total Premium
96 Ford Windstar			Liab-\$1 Million	\$ 2,716 .00/yr.
Directors & Officers Liability:		Effective Dates	11/17/13-11/17/14	
Liability Coverage	\$1 Million			Premium \$930.00/yr.
Dishonesty Bond:		Effective Dates	10/6/13-10/6/14	
Coverage Amount	\$25,000			Premium \$187.00/yr.
Workers Compensation:		Effective Dates	6/03/13-6/03/14	
Rate Per 100 - \$0.75	Estimated Exposure	\$112,405.00 (payroll)		Premium \$1061.00/yr.

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, 2014, 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").

To the Board of Directors of
Seacoast Consumer Alliance Peer Support Center, Inc.
Portsmouth, New Hampshire



INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Seacoast Consumer Alliance Peer Support Center, Inc. (a New Hampshire nonprofit organization) which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Consumer Alliance Peer Support Center, Inc. as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

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 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*

October 22, 2013
Dover, New Hampshire

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2013 AND 2012**

	<u>2013</u>	<u>2012</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 90,023	\$ 74,888
Prepaid expenses	<u>8,291</u>	<u>6,465</u>
Total current assets	<u>98,314</u>	<u>81,353</u>
PROPERTY AND EQUIPMENT, NET	<u>131,406</u>	<u>140,175</u>
OTHER ASSETS		
Certificate of deposit	<u>3,217</u>	<u>3,194</u>
Total assets	<u>\$ 232,937</u>	<u>\$ 224,722</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 1,763	\$ 1,661
Accounts payable	3,370	1,286
Accrued expenses	8,541	6,595
Accrued payroll and related taxes	6,711	6,362
Refundable advances	<u>61,361</u>	<u>49,397</u>
Total current liabilities	<u>81,746</u>	<u>65,301</u>
LONG TERM DEBT, NET OF CURRENT PORTION	<u>45,556</u>	<u>52,672</u>
Total liabilities	<u>127,302</u>	<u>117,973</u>
NET ASSETS		
Unrestricted	<u>105,635</u>	<u>106,749</u>
Total liabilities and net assets	<u>\$ 232,937</u>	<u>\$ 224,722</u>

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, 2013 AND 2012**

	<u>2013</u>	<u>2012</u>
PUBLIC SUPPORT		
Grants and contracts	\$ 214,538	\$ 209,609
Donations	<u>908</u>	<u>1,938</u>
Total public support	215,446	211,547
REVENUES		
Interest	<u>70</u>	<u>119</u>
Total public support and revenues	<u>215,516</u>	<u>211,666</u>
EXPENSES		
Program services	191,341	186,507
General and administrative	<u>25,289</u>	<u>24,744</u>
Total expenses	<u>216,630</u>	<u>211,251</u>
CHANGE IN NET ASSETS	(1,114)	415
NET ASSETS, BEGINNING OF YEAR	<u>106,749</u>	<u>106,334</u>
NET ASSETS, END OF YEAR	<u>\$ 105,635</u>	<u>\$ 106,749</u>

See Notes to Financial Statements

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (1,114)	\$ 415
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	8,769	8,391
(Increase) decrease in assets:		
Prepaid expenses	(1,826)	(1,080)
(Decrease) increase in liabilities:		
Accounts payable	2,084	(2,887)
Accrued expenses	1,946	(1,224)
Accrued payroll and related taxes	349	1,664
Refundable advances	<u>11,964</u>	<u>16,895</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>22,172</u>	<u>22,174</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	-	(4,098)
Increase in certificate of deposit	<u>(23)</u>	<u>(31)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(23)</u>	<u>(4,129)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from borrowings	-	60,000
Principal payments of long term debt	<u>(7,014)</u>	<u>(60,665)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(7,014)</u>	<u>(665)</u>
NET INCREASE IN CASH	15,135	17,380
CASH, BEGINNING OF YEAR	<u>74,888</u>	<u>57,508</u>
CASH, END OF YEAR	<u>\$ 90,023</u>	<u>\$ 74,888</u>

See Notes to Financial Statements

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest during the year	\$ <u>4,246</u>	\$ <u>5,473</u>

See Notes to Financial Statements

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries	\$ 115,644	\$ 3,577	\$ 119,221
Professional fees	-	13,899	13,899
Office supplies and postage	12,273	646	12,919
Travel	10,064	1,118	11,182
Payroll taxes	8,693	756	9,449
Staff development	8,355	928	9,283
Depreciation	7,717	1,052	8,769
Benefits	8,003	602	8,605
Utilities	6,611	988	7,599
Insurance	3,593	898	4,491
Interest	3,694	552	4,246
Other	2,324	259	2,583
Telephone	2,574	-	2,574
Repairs and maintenance	1,525	-	1,525
Dues and publications	271	14	285
	<u> </u>	<u> </u>	<u> </u>
TOTAL	<u>\$ 191,341</u>	<u>\$ 25,289</u>	<u>\$ 216,630</u>

See Notes to Financial Statements

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012**

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
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	<u>\$ 186,507</u>	<u>\$ 24,744</u>	<u>\$ 211,251</u>

See Notes to Financial Statements

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.

Seacoast Consumer Alliance Peer Support Center, Inc.

BOARD OF DIRECTORS

April 2014

PRESIDENT

Ruth Puza

Marilyn Bitomske

EXECUTIVE DIRECTOR

Charlotte Duquette

VICE PRESIDENT

Vacant

Blair Kirtland

Beth Flaherty

TREASURER

Bob Montgomery

Natalie Reid

SECRETARY

Candace Whittemore

Lori Mitchell

Mary Tulois

KEY ADMINISTRATIVE PERSONNEL - FY2015

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	\$ 41,517.00	\$ 41,517.00	100%

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.

Past 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 Medical 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.

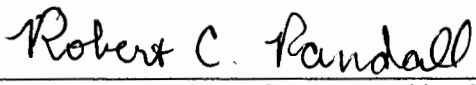
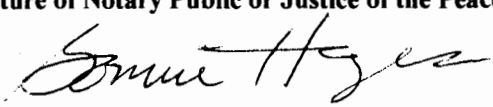
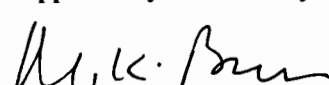
Certificates & Training:

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 Ninvaggi
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

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 6 Main Street 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 06-30-2015	1.8 Price Limitation \$502,514.
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director, DHHS, DCBCS		1.10 State Agency Telephone Number 603-271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert C. Randall Board President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Carroll</u> On <u>5-8-14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		BONNIE L. HAYES Notary Public - New Hampshire My Commission Expires February 6, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director, DHHS, DCBCS	
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:  On: <u>6/4/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
SCOPE OF WORK
FY 2015

I. PEER SUPPORT SERVICES

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.

Contractor Initials: RCR
Date: 5/2/14

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. BBH Requirements for Board of Directors: The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If 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.

14.3. Board of Director Job Descriptions: The Board of Director Members and Officers shall have written descriptions outlining their duties.

14.4. Board of Director Orientation: The Board of Directors shall have a documented Orientation Process and Manual.

14.5. Board of Director Trainings: The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This 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. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

14.8. Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

14.9. Board of Director List: The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

14.10. Annual Board Elections: The process and results of annual board elections shall be documented and kept on file at the agency.

14.11. Change in Board of Director Membership: BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

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.

Contractor Initials: Riz
Date: 5/2/14

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.

18. Location of Services: The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

19. 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.

20. 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 is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

21. 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. Those records must 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.

22. Increase the Unduplicated Numbers Served: In FY 2015 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2014. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2015 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2015 may jeopardize future funding increases.

23. 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. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

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 2015.

26. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and 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.

FY15 Exhibit A ALC PSA

Contractor Initials: RJR
Date: 5/9/14

MEMORANDUM OF UNDERSTANDING

FY 2015

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 2015. 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.

Contractor Initials: RK
Date: 5/6/14

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. REMEDATION PROCESS

A. REMEDATION 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.

ALC FY15 MOU EXHIBIT A PSA

Agency: The Alternative Life Center	<i>DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health</i>
Name/Title: Robert C. Randall Board President	Name/Title: Sheri L. Rockburn, Director
Signature Robert C. Randall	Signature Sheri L. Rockburn
Date 5/8/14	Date 5/23/14

Contractor Initials: RCR
Date: 5/8/14

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Alternative Life Center-Serenity Steps-Berlin

Patricia Tal

Organization

Prepared By:

I. MEMBERSHIP

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
A2) Members 60 and over
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

80	6	5	6	97
18	1	1	2	22
98	7	6	8	119

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
B2) New Members 60 and over (unduplicated within category at end of reporting period)

4	4	6	3	17
1	1	1	2	5

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
A2) Unduplicated Members/Participants 60 and over (served in all programs)
A3) Unduplicated Members/Participants Served in All Programs

41	14	6	3	64
18	3	2	2	25
59	17	8	5	89

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

12	3	2	2	19

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
B) Total Visit Days (members and participants only)
C) Average Daily Visits (# of visit days/number of days open in reporting period)
D) Number of Daytime Hours Each Week
E) Number of Evening Hours Each Week
F) Number of Hours Open/Week (F=D+E)
G) Number of Days the Program was Open in the Quarter
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

59	17	8	5	89
780	936	702	1014	3432
10	12	9	13	
38	38	38	38	
6	6	6	6	
44	44	44	44	
78	78	78	78	312
10	10	10	10	
3	3	3	3	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

4	5	8	11	28

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
B) Total Peer Support Telephone Calls Received

150	155	160	165	630
50	55	65	60	230

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4
Fiscal Year / Quarter

The Alternative Life Center-Serenity Steps-Berlin

Patricia Tal

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

1	0	2	2	5

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	1	1	0	2

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0

b2) Other Hospital

0	0	0	0	0

b3) Other

0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	
Y	Y	Y	

B) Monthly Newsletters Y/N

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	5	0	0	5

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

780	780	624	780	2964

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1248	1248	1248	1248	4992

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Alternative Life Center-The Haven-Colebrook

Patricia tal

Organization

Prepared By:

I. MEMBERSHIP

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
A2) Members 60 and over
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

49	2	2	3	56
8	0	1	0	9
57	2	3	3	65

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
B2) New Members 60 and over (unduplicated within category at end of reporting period)

4	2	2	3	11
2	1	0	1	4

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1)Unduplicated Members/Participants 59 and under (served in all programs)
A2) Unduplicated Members/Participants 60 and over (served in all programs)
A3) Unduplicated Members/Participants Served in All Programs

53	2	2	3	60
10	0	1	1	12
63	2	3	4	72

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

10	25	6	8	49

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
B) Total Visit Days (members and participants only)
C) Average Daily Visits (# of visit days/number of days open in reporting period)
D) Number of Daytime Hours Each Week
E) Number of Evening Hours Each Week
F) Number of Hours Open/Week (F=D+E)
G) Number of Days the Program was Open in the Quarter
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

13	22	3	4	42
702	780	780	856	3118
9	10	10	11	
44	44	44	44	
0	0	0	0	
44	44	44	44	
78	78	78	78	312
5	5	5	5	
2	2	2	2	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

17	15	15	11	58

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
B) Total Peer Support Telephone Calls Received

40	45	50	55	190
100	135	145	150	530

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Alternative Life Center-The Haven-Colebrook

Patricia tal

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

3	3	2	2	10

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

1	2	0	1	4

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0

b2) Other Hospital

0	0	0	0	0

b3) Other

0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	
Y	Y	Y	

B) Monthly Newsletters Y/N

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	4	0	0	4

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

468	546	546	624	2184

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1170	1170	1170	1170	4680

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Alternative Life Center Conway Peer Support-Conway
Organization

Patricia Tal

Prepared By:

I. MEMBERSHIP

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
A2) Members 60 and over
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

88	6	6	7	107
17	0	2	3	22
105	6	8	10	129

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
B2) New Members 60 and over (unduplicated within category at end of reporting period)

5	3	4	5	17
2	1	0	1	4

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1)Unduplicated Members/Participants 59 and under (served in all programs)
A2) Unduplicated Members/Participants 60 and over (served in all programs)
A3) Unduplicated Members/Participants Served in All Programs

24	3	4	5	36
5	1	0	1	7
29	4	4	6	43

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

20	3	4	5	32

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
B) Total Visit Days (members and participants only)
C) Average Daily Visits (# of visit days/number of days open in reporting period)
D) Number of Daytime Hours Each Week
E) Number of Evening Hours Each Week
F) Number of Hours Open/Week (F=D+E)
G) Number of Days the Program was Open in the Quarter
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

50	14	4	6	74
936	1014	936	1170	4056
12	13	12	15	
38	38	38	38	
6	6	6	6	
44	44	44	44	
78	78	78	78	312
9	9	9	9	
5	5	5	5	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

5	7	9	11	32

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
B) Total Peer Support Telephone Calls Received

210	215	225	235	885
110	115	125	135	485

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
B) Total Warmline Telephone Calls Received

630	640	645	655	2570
535	545	550	560	2190

PEER SUPPORT SERVICES**FY2015 Contract 4****Fiscal Year / Quarter****The Alternative Life Center Conway Peer Support-Conway****Patricia Tal****Organization****Prepared By:**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

2	2	2	2	8

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

1	1	1	1	4

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0

b2) Other Hospital

0	0	0	0	0

b3) Other

0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	
Y	Y	Y	

B) Monthly Newsletters Y/N

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	7	0	0	7

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

936	936	780	936	3588

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1248	1248	1248	1248	4992

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Alternative Life Center-Littleton Peer Support-Littleton
Organization

Patricia Tal

Prepared By:

I. MEMBERSHIP

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
A2) Members 60 and over
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

85	4	3	5	97
9	1	1	3	14
94	5	4	8	111

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
B2) New Members 60 and over (unduplicated within category at end of reporting period)

4	4	2	3	13
1	0	1	2	4

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
A2) Unduplicated Members/Participants 60 and over (served in all programs)
A3) Unduplicated Members/Participants Served in All Programs

40	14	2	3	59
7	0	1	2	10
47	14	3	5	69

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

10	4	5	6	25

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
B) Total Visit Days (members and participants only)
C) Average Daily Visits (# of visit days/number of days open in reporting period)
D) Number of Daytime Hours Each Week
E) Number of Evening Hours Each Week
F) Number of Hours Open/Week (F=D+E)
G) Number of Days the Program was Open in the Quarter
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

45	12	3	5	65
780	858	780	936	3354
10	11	10	12	
44	44	44	44	
0	0	0	0	
44	44	44	44	
78	78	78	78	312
6	6	6	6	
4	4	4	4	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

40	42	44	46	172

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
B) Total Peer Support Telephone Calls Received

200	205	210	215	830
125	130	135	140	530

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Alternative Life Center-Littleton Peer Support-Littleton

Patricia Tal

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

2	0	1	1	4

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

1	2	1	1	5

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

- b1) New Hampshire Hospital
- b2) Other Hospital
- b3) Other

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

Y	Y	Y	

B) Monthly Newsletters Y/N

Y	Y	Y	

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	5	0	0	5

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

780	858	780	936	3354

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1500	2000	1500	2250	7250

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

Alternative Life Center - Wolfeboro Outreach

Patricia Tal

Organization

Prepared By:

I. MEMBERSHIP

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
A2) Members 60 and over
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

10	1	0	2	13
5	0	0	0	5
15	1	0	2	18

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
B2) New Members 60 and over (unduplicated within category at end of reporting period)

1	2	0	2	5
1	0	1	1	3

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1)Unduplicated Members/Participants 59 and under (served in all programs)
A2) Unduplicated Members/Participants 60 and over (served in all programs)
A3) Unduplicated Members/Participants Served in All Programs

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

0	0	0	0	0

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
B) Total Visit Days (members and participants only)
C) Average Daily Visits (# of visit days/number of days open in reporting period)
D) Number of Daytime Hours Each Week
E) Number of Evening Hours Each Week
F) Number of Hours Open/Week (F=D+E)
G) Number of Days the Program was Open in the Quarter
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

0	0	0	0	0
0	0	0	0	0
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
0	0	0	0	
0	0	0	0	
0	0	0	0	0
0	0	0	0	
0	0	0	0	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

156	158	160	164	638

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
B) Total Peer Support Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

Alternative Life Center - Wolfeboro Outreach

Patricia Tal

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

0	0	0	0	0

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0

b2) Other Hospital

0	0	0	0	0

b3) Other

0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	

B) Monthly Newsletters Y/N

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	2	0	0	2

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

396	396	363	396	1551

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

2250	2250	2250	2250	9000

EXHIBIT B
METHODS OF PAYMENT
FY 2015

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:

Training and Development	\$15,000
Capital Expenditures	18,000
Statewide Conferences	15,000
Statewide IT Technical Assistance	23,548
Retirement	2,276
Total	\$73,824

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.

Contractor Initials: RJR
Date: 5/2/14

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: \$223,873

Federal Funds: \$278,641

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services
Program Title: Block Grants for Community Mental Health Services

Amount: \$278,641

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

FY15 Exhibit B PSA ALC

Contractor Initials: RCZ
Date: 5/24/17

Budget Form

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

Bidder/Program Name: The Alternative Life Center

Budget Request for: Consumer Peer Support Services
(Name of RFP)

Budget Period: 07-01-14 - 06-30-15

	Direct Incremental	Indirect Fixed	Total	Allocation
1. Total Salary/Wages	\$ 217,059.83	\$ 31,734.17	\$ 248,794.00	E.D. admin duties = 60%
2. Employee Benefits	\$ 39,652.01	\$ 9,424.99	\$ 49,077.00	E.D. admin duties calc. = 60%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 1,560.00	\$ -	\$ 1,560.00	
Repair and Maintenance	\$ 1,000.00	\$ -	\$ 1,000.00	
Purchase/Depreciation	\$ 18,000.00	\$ -	\$ 18,000.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 4,800.00	\$ -	\$ 4,800.00	
Building	\$ 2,160.00	\$ -	\$ 2,160.00	
6. Travel	\$ 22,213.00	\$ -	\$ 22,213.00	
7. Occupancy	\$ 54,128.00	\$ 700.00	\$ 54,828.00	E.D. admin office space = FTE
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 8,140.80	\$ 2,035.20	\$ 10,176.00	E.D. phone use = 20%
Postage	\$ 2,150.00	\$ -	\$ 2,150.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 7,630.00	\$ -	\$ 7,630.00	E.D. liability only calc = 60%
Insurance	\$ 11,082.09	\$ 2,049.91	\$ 13,132.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 15,000.00	\$ -	\$ 15,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 860.00	\$ -	\$ 860.00	
Accounting	\$ 7,500.00	\$ -	\$ 7,500.00	4 sites + 2program bookkeeping
14. Food	\$ 4,836.00	\$ -	\$ 4,836.00	
15. Advertising	\$ -	\$ 250.00	\$ 250.00	
16. Other Staff Development	\$ 38,548.00	\$ -	\$ 38,548.00	
TOTAL	\$ 456,319.73	\$ 46,194.27	\$ 502,514.00	

Indirect As A Percent of Direct

10.1%

Region: Region 1

Program: The Alternative Life Center

FISCAL PERIOD: FY2015 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	278,641	0	146,871	12,088	30,084	30,228	48,437	10,933
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 MHSJP	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	223,873	0	101,202	11,253	28,007	28,141	45,092	10,178
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 BBH (carry over)	0	0	0	0	0	0	0	0
Subtotal	502,514	0	248,073	23,341	58,091	58,369	93,529	21,111
500 GM Allocation	0	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	502,514	0	248,073	23,341	58,091	58,369	93,529	21,111

Region: Region 1

Program: The Alternative Life Center

FISCAL PERIOD: FY2015 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	248,794	0	91,182	15,990	35,464	34,567	53,599	17,992
602 Employee Benefits	30,044	0	14,262	250	654	648	13,928	302
603 Payroll taxes	19,033	0	6,975	1,223	2,713	2,644	4,100	1,376
Subtotal	297,870	0	112,419	17,463	38,831	37,859	71,627	19,670
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	0
625 Audit Fees	7,600	0	7,600	0	0	0	0	0
626 Legal Fees	30	0	30	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	15,000	0	15,000	0	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0	0	0
634 Other Staff Development	38,548	0	38,548	0	0	0	0	0
640 OCCUPANCY COSTS								
641 Rent	49,068	0	16,068	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	5,760	0	2,160	0	1,800	1,200	600	0
645 Maintenance & Repairs	1,000	0	250	0	250	250	250	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	4,800	0	3,000	180	540	540	540	0
652 Building/Household	2,160	0	720	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	18,000	0	15,680	0	1,220	550	550	0
665 DEPRECIATION	0	0	0	0	0	0	0	0
670 EQUIPMENT RENTAL	1,560	0	1,560	0	0	0	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0	0	0	0
Subtotal page	453,732	0	221,735	18,639	53,741	52,579	87,367	19,670

Region: Region 1

Program: The Alternative Life Center

FISCAL PERIOD: FY2015 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	453,732	0	221,735	18,639	53,741	52,579	87,367	19,670
700 ADVERTISING	250	0	50	50	50	50	50	0
710 PRINTING	0	0	0	0	0	0	0	0
720 TELEPHONE/COMMUNICATIONS	10,176	0	2,640	240	2,000	2,400	1,456	1,440
730 POSTAGE/SHIPPING	2,150	0	2,000	0	50	50	50	0
740 TRANSPORTATION								
741 Board Members	0	0	0	0	0	0	0	0
742 Staff	9,820	0	4,585	525	615	1,329	2,766	0
743 Clients	12,394	0	3,071	3,887	1,635	1,961	1,840	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	2,532	0	2,532	0	0	0	0	0
762 Vehicles	8,600	0	8,600	0	0	0	0	0
763 Comprehensive Property & Liability	2,000	0	2,000	0	0	0	0	0
770 MEMBERSHIP DUES	0	0	0	0	0	0	0	0
800 OTHER EXPENDITURES	860	0	860	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	502,514	0	248,073	23,341	58,091	58,369	93,529	21,110
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0	0	0
TOTAL PROGRAM EXPENSES	502,514	0	248,073	23,341	58,091	58,369	93,529	21,110
SURPLUS/(DEFICIT)								
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	(0)	(0)	(0)	(0)	0
Verification of Balancing s/b 0	(0)	0	0	(0)	(0)	(0)	(0)	0

BUDGET FORM C

AGENCY The Alternative Life Center
FISCAL YEAR FY15

PREPARED BY Patricia Tal
DATE PREPARED 5/5/14

A = Acquisition
R = Rehabilitation

PROGRAM	ITEM	NUMBER	COST PER ITEM	TOTAL COST	REQUEST	A	R
Conway Peer Support	File Cabinets	2	\$290	\$580	REQUEST	A	
Conway Peer Support	Projector Epson	1	\$550	\$550	REQUEST	A	
Conway Peer Support	Computer/Word	1	\$550	\$550	REQUEST	A	
Berlin Serenity Steps	Freezer Upright	1	\$200	\$200	REQUEST	A	
Berlin-Serenity Step	Refrigerator	1	\$475	\$470	REQUEST	A	
Berlin-Serenity Step	Computer/Word	1	\$550	\$550	REQUEST	A	
Colebrook-The Haven	Computer/Word	1	\$550	\$550	REQUEST	A	
Littleton Peer Support	Computer/Word	1	\$550	\$550	REQUEST	A	
Conway Peer Support center	Car	1	14,000	\$14,000	REQUEST	A	
0							
Grand Total				18,000			

EXHIBIT C
SPECIAL PROVISIONS
FY 2015

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.

Contractor Initials: RCC
Date: 5/2/14

- 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.

Contractor Initials: RCR
Date: 5/9/14

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.:

Contractor Initials: RCE
Date: 5/21/14

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.

Contractor Initials: RUC
Date: 5/9/14

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

Contractor Initials: RCJ2
Date: 5/14/14

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.

Contractor Initials: RCR
Date: 5/2/14

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 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

Contractor Initials: RCR
Date: 5/2/14

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.

Contractor Initials: RCR
Date: 5/2/14

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.

FY15 Exhibit C PSA

Contractor Initials: RJR
Date: 5/21/14

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

____ The Alternative Life Center From: 7/1/2014 To: 6/30/2015
 (Contractor Name) (Period Covered by this Certification)

Robert Randall, President
 (Name & Title of Authorized Contractor Representative)

Robert Randall 3/25/2014
 (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: 07-01-14 through 06-30-15

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Robert Randall

(Contractor Representative Signature)

Robert Randall, President

(Authorized Contractor Representative Name & Title)

The Alternative Life Center

(Contractor Name)

3/25/14

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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.

<u>Robert Randall</u> (Contractor Representative Signature)	<u>Robert Randall President</u> (Authorized Contractor Representative Name & Title)
<u>The Alternative Life Center</u> (Contractor Name)	<u>3/25/2014</u> — (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.

<u>Robert Randall</u>	<u>Robert Randall, President</u>
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)

<u>The Alternative Life Center</u>	<u>March 25, 2014</u>
(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.

<u>Robert Randall</u>	<u>Robert Randall, President</u>
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)

<u>The Alternative Life Center</u>	<u>March 25, 2014</u>
(Contractor Name)	(Date)

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 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.

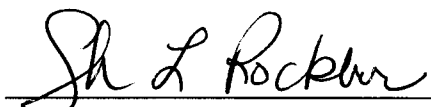
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Bureau of Behavioral Health

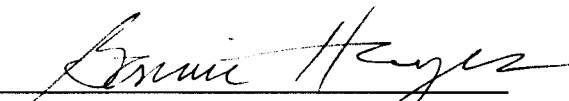
The State Agency Name

The Alternative Life Center

Name of the Contractor



Signature of Authorized Representative



Signature of Authorized Representative

Sheri L. Rockburn

Name of Authorized Representative

Bonnie Hayes

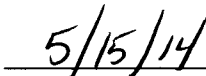
Name of Authorized Representative

Director

Title of Authorized Representative

Vice-President

Title of Authorized Representative



Date

4/10/14

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.

| Robert Randall _____
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

| _____
(Contractor Name) (Date)

Contractor initials: RR
Date: 3/25/2014

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: 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?

 NO YES

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

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

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

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

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 2nd day of April A.D. 2014

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

William M. Gardner
Secretary of State

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 March 18, 2014.

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 8, 2014.

4. Robert Randell is duly elected President of the Corporation.

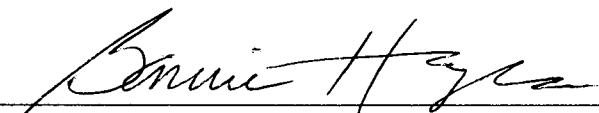
(Seal)
(Corporation)


(Signature of Board Secretary)

State of New Hampshire

County of Carroll

The foregoing instrument was acknowledged before me this 8th day of May, 2014 by Elaine South.



Name: **Bonnie Hayes**

Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

BONNIE L. HAYES
Notary Public - New Hampshire
Commission Expires February 6, 2018
My Commission Expires February 6, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2013

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 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	
INSURED Alternative Life Center P O Box 241 Conway NH 03818		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: FirstComp INSURER C: Mount Vernon INSURER D: INSURER E: INSURER F:	
		NAIC # 27626	

COVERAGES**CERTIFICATE NUMBER:** 13-14**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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			PHPK1094074	10/25/2013	10/25/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC							
	A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1094074	10/25/2013	10/25/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$ 1,000,000
		UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS						
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0116056-04	10/20/2013	10/20/2014	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		C	Directors & Officers			NDO2552060	10/25/2013	10/25/2016
	A		Crime Coverage			PHPK1094074	10/25/2013	10/25/2014

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

CERTIFICATE HOLDER**CANCELLATION**

Dept. Health & Human Services
Bureau of Behavioral Health
Attn: Sandy Lawrence
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

F Kenneally/FAIRLE

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, 2013, and the related statements of activities, cash flows, and functional expenses for the year then ended.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Alternative Life Center as of June 30, 2013, and the changes in its net assets, its cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Bureau of Behavioral Health Refundable Advance 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.

Report on Summarized Comparative Information

We have previously audited the The Alternative Life Center's 2012 financial statements, and our report dated September 10, 2012, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2012, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leane, McDonnell & Roberts,
Professional Association*

September 17, 2013
North Conway, New Hampshire

THE ALTERNATIVE LIFE CENTER

**STATEMENT OF FINANCIAL POSITION
JUNE 30, 2013 WITH COMPARATIVE TOTALS FOR JUNE 30, 2012**

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total 2013</u>	<u>Total 2012</u>
CURRENT ASSETS				
Cash and cash equivalents	\$ 21,096	\$ 109,331	\$ 130,427	\$ 132,468
Accounts receivable	18		18	
Prepaid expenses	9,855		9,855	10,073
Total current assets	30,969	109,331	140,300	142,541
PROPERTY				
Vehicles	70,183		70,183	70,183
Equipment	38,929		38,929	38,929
Leasehold improvements	4,298		4,298	4,298
Total	113,410		113,410	113,410
Less: accumulated depreciation	(109,264)		(109,264)	(107,343)
Property, net	4,146		4,146	6,067
Total assets	<u>\$ 35,115</u>	<u>\$ 109,331</u>	<u>\$ 144,446</u>	<u>\$ 148,608</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES				
Accounts payable	\$ 6,990		\$ 6,990	\$ 5,993
Accrued payroll and related taxes	9,071		9,071	10,124
Refundable advances		\$ 108,477	108,477	91,415
Total current liabilities	16,061	108,477	124,538	107,532
NET ASSETS				
Unrestricted	19,054		19,054	40,222
Temporarily restricted		854	854	854
Total net assets	19,054	854	19,908	41,076
Total liabilities and net assets	<u>\$ 35,115</u>	<u>\$ 109,331</u>	<u>\$ 144,446</u>	<u>\$ 148,608</u>

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2013 WITH COMPARATIVE TOTALS FOR JUNE 30, 2012**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total 2013</u>	<u>Total 2012</u>
SUPPORT AND REVENUE				
Bureau of Behavioral Health support and revenue				
Grants	\$ 373,622		\$ 373,622	\$ 379,674
Interest	149		149	157
	<u>373,771</u>		<u>373,771</u>	<u>379,831</u>
Total Bureau of Behavioral Health support and revenue				
	<u>373,771</u>		<u>373,771</u>	<u>379,831</u>
Other support and revenue				
Fundraising activities	1,957		1,957	2,359
Interest	4		4	1
Other	3,063		3,063	2,429
	<u>5,024</u>		<u>5,024</u>	<u>4,789</u>
Other support and revenue				
	<u>5,024</u>		<u>5,024</u>	<u>4,789</u>
Total support and revenue	<u>378,795</u>		<u>378,795</u>	<u>384,620</u>
EXPENSES				
Program services	330,457		330,457	320,411
Management and general	69,506		69,506	70,959
	<u>399,963</u>		<u>399,963</u>	<u>391,370</u>
Total expenses				
	<u>399,963</u>		<u>399,963</u>	<u>391,370</u>
DECREASE IN NET ASSETS	(21,168)		(21,168)	(6,750)
NET ASSETS AT BEGINNING OF YEAR	<u>40,222</u>	\$ 854	<u>41,076</u>	<u>47,826</u>
NET ASSETS AT END OF YEAR	<u>\$ 19,054</u>	<u>\$ 854</u>	<u>\$ 19,908</u>	<u>\$ 41,076</u>

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2013 WITH COMPARATIVE TOTALS FOR JUNE 30, 2012**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total 2013</u>	<u>Total 2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES				
Decrease in net assets	\$ (21,168)		\$ (21,168)	\$ (6,750)
Adjustments to reconcile decrease in net assets to net cash (used in) provided by operating activities:				
Depreciation	1,921		1,921	4,918
Decrease (increase) in assets:				
Accounts receivable	(18)		(18)	
Prepaid expenses	218		218	(290)
(Decrease) increase in liabilities:				
Accounts payable	997		997	(1,197)
Accrued payroll and related taxes	(1,053)		(1,053)	815
Refundable advances		\$ 17,062	17,062	13,958
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(19,103)</u>	<u>17,062</u>	<u>(2,041)</u>	<u>11,454</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property				(2,955)
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET CASH USED IN INVESTING ACTIVITIES				(2,955)
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	<u>(19,103)</u>	<u>17,062</u>	<u>(2,041)</u>	<u>8,499</u>
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>40,199</u>	<u>92,269</u>	<u>132,468</u>	<u>123,969</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 21,096</u>	<u>\$ 109,331</u>	<u>\$130,427</u>	<u>\$132,468</u>

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013 WITH COMPARATIVE TOTALS FOR JUNE 30, 2012

	<u>Program Services</u>	<u>Management and General</u>	<u>2013 Total</u>	<u>2012 Total</u>
BUREAU OF BEHAVIORAL HEALTH				
Salaries and wages	\$ 160,901	\$ 40,737	\$ 201,638	\$ 205,333
Employee benefits	18,301	10,234	28,535	29,985
Payroll taxes	12,532	3,261	15,793	16,920
Rent	42,025	1,003	43,028	41,978
Education and in service training	18,016		18,016	7,408
Professional fees	7,305	6,395	13,700	12,812
Insurance	9,151	2,164	11,315	11,534
Vehicle - client services	11,227		11,227	12,527
Travel - staff transportation	11,205		11,205	9,661
Telephone and internet	8,610	1,650	10,260	10,130
Office	4,062	4,062	8,124	6,494
Utilities	6,716		6,716	6,604
Consumable supplies	4,395		4,395	5,264
Building and household supplies	3,503		3,503	3,073
Repairs and maintenance	2,471		2,471	3,074
Depreciation	1,921		1,921	4,918
Postage	1,803		1,803	1,726
Other	4,462		4,462	172
Total Bureau of Behavioral Health expenses	328,606	69,506	398,112	389,613
OTHER				
Client expenses	1,851		1,851	1,757
Total functional expenses	<u>\$ 330,457</u>	<u>\$ 69,506</u>	<u>\$ 399,963</u>	<u>\$ 391,370</u>

See Notes to Financial Statements

The Alternative Life Center Mission Statement

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.

The Alternative Life Center
Board of Directors
(Rev. 06-2013)

PRESIDENT
Robert Randall

VICE-PRESIDENT
Bonnie Hayes

SECRETARY
Elaine South

TREASURER
Beatrice Richards

Maddie Costello

Judy English

Leo Sullivan

Edna Heath

Gardiner Perry

Kathy Paglierani

Mary Beth Towle

EXECUTIVE DIRECTOR
Patricia Tal

KEY ADMINISTRATIVE PERSONNEL - FY2015

ALTERNATIVE LIFE CENTER

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Patricia Tal	1.00	\$ 48,880.00	\$ 48,880.00	100%
Deputy Director	Laura Mekinova	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

WRAP & Peer Support (2005) with Shery Mead

Crisis Respite Training (2013)

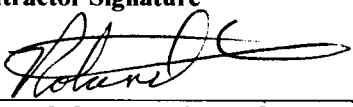
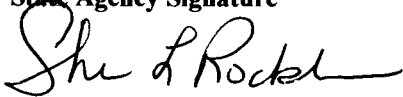
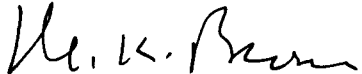
NOTEWORTHY:

From the years 2001-2006, successfully consolidated and integrated five Peer Support Centers under the umbrella of The Alternative Life Center.

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 06-30-2015	1.8 Price Limitation \$426,737.
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director, DHHS, DCBCS		1.10 State Agency Telephone Number 603-271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Roland C Dumont, Board President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Sullivan</u> On <u>May 8, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Susan E. Seidler, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director, DHHS, DCBCS	
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:  On: <u>6/4/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
SCOPE OF WORK
FY 2015

I. PEER SUPPORT SERVICES

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.

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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.

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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. BBH Requirements for Board of Directors: The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If 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.

14.3 Board of Director Job Descriptions: The Board of Director Members and Officers shall have written descriptions outlining their duties.

14.4. Board of Director Orientation: The Board of Directors shall have a documented Orientation Process and Manual.

14.5 Board of Director Trainings: The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This 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. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

14.8 Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

14.9. Board of Director List: The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

14.10. Annual Board Elections: The process and results of annual board elections shall be documented and kept on file at the agency.

14.11. Change in Board of Director Membership: BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

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.

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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.
18. **Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.
19. **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.
20. **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 is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.
21. **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. Those records must 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.
22. **Increase the Unduplicated Numbers Served:** In FY 2015 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2014. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2015 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2015 may jeopardize future funding increases.
23. **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. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.
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 2015.

II. PEER OPERATED CRISIS RESPITE PROGRAM

1. **Crisis Respite Program Description:** The Contractor may provide a peer operated crisis respite program. The program shall provide early intervention for individuals (18) years of age and older who have a mental illness and are experiencing a crisis in the community. The program shall provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization. These interventions are done using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
2. **Crisis Respite Program Goals and Objectives:** The peer operated crisis respite program shall incorporate the following goals and objectives:
- 2.1. **Purpose:** Provide crisis respite services that are designed to provide a safe community-based environment and reduce the need for hospitalization.
- 2.2. **CMHC Referrals:** Develop a referral process to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.

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- 2.3. Other Peer Support Services: Offer other peer support agency services and supports during the course of stay at the crisis respite program.
- 2.4. Transportation: Provide of transportation to and from the crisis respite program to other community-based appointments.
- 2.5. Assessment: Administer an functional assessment at the time of entry and exit from the program.
- 2.6. Wellness and Recovery: Provide individualized supports with a focus on wellness and recovery. This may include Wellness Recovery Action Plan (WRAP), if applicable.
- 2.7. Return to the Community: Support the individual in returning to participation in community activities, services and supports.
- 2.8. Health Needs: Ensure the individual's health needs are addressed during the course of their stay in the crisis respite program.
- 2.9. Other Community Services: Ensure communication with other service providers involved in the individual's care, with their written consent.

3. Staffing: The peer operated crisis respite program shall be staffed with trained personnel (24) twenty-four hours per day only when participants are in the program.

4. Training: The Contractor shall provide staff training in Intentional Peer Support (IPS); Wellness, Recovery, Action Plan (WRAP) and Crisis Intervention. All trainings shall be documented on the *Approved Staff Training Quarterly Report Form* and submitted with the *Quarterly Statistical Reports*.

5. Personnel Files: Personnel files must be current and include documentation of current trainings and certifications.

6. Quarterly Statistical Report Form: All services shall be reported on the *Quarterly Statistical Report Form* and submitted to BBH.

7. Functional Assessment Reporting: The Contractor shall implement an objective functional assessment, pre and post stay, to measure the efficacy of program. This information shall be reported to BBH every (6) six months.

8. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and 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.

MEMORANDUM OF UNDERSTANDING

FY 2015

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 2015. 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.

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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.

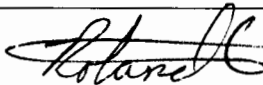
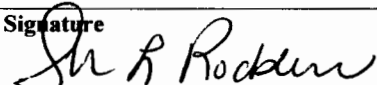
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

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.

SS FY15 MOU EXHIBIT A PSA

Agency: The Stepping Stone Drop-In Center Association	<i>DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health</i>
Name/Title: <i>Roland C Dumont, Board President</i>	Name/Title: Sheri L. Rockburn, Director
Signature 	Signature 
Date May 8, 2014	Date <i>5/23/14</i>

Contractor Initials: *RD*
5/8/14

PEER SUPPORT SERVICES**FY2015 Contract 4****Fiscal Year / Quarter****The Stepping Stone Drop-In Ctr. Assoc. - Claremont**
Organization**Susan E Seidler****Prepared By:****I. MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
 A2) Members 60 and over
 A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

539	30	30	30	629
16	1	1	1	19
555	31	31	31	648

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
 B2) New Members 60 and over (unduplicated within category at end of reporting period)

30	30	30	30	120
1	1	1	1	4

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
 A2) Unduplicated Members/Participants 60 and over (served in all programs)
 A3) Unduplicated Members/Participants Served in All Programs

300	28	28	28	384
13	1	1	1	16
313	29	29	29	400

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

16	16	16	16	64

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
 B) Total Visit Days (members and participants only)
 C) Average Daily Visits (# of visit days/number of days open in reporting period)
 D) Number of Daytime Hours Each Week
 E) Number of Evening Hours Each Week
 F) Number of Hours Open/Week (F=D+E)
 G) Number of Days the Program was Open in the Quarter
 H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
 H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

125	40	40	40	245
2000	2000	2000	2000	8000
22	22	22	22	
42	42	42	42	
2	2	2	2	
44	44	44	44	
92	92	90	91	365
10	10	10	10	
3	3	3	3	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

5	5	5	5	20

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
 B) Total Peer Support Telephone Calls Received

175	175	175	175	700
250	250	250	250	1000

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
 B) Total Warmline Telephone Calls Received

1000	1000	1000	1000	4000
1100	1100	1100	1100	4400

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Stepping Stone Drop-In Ctr. Assoc. - Claremont

Susan E Seidler

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

2	2	2	2	8

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

2	2	2	2	8

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

60	60	60	60	240

B) Number of Persons Served (unduplicated)

10	10	10	10	40

C) Total Number of Admissions

15	15	15	15	280

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0

b2) Other Hospital

0	0	0	0	0

b3) Other

0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	
Y	Y	Y	

B) Monthly Newsletters Y/N

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	4	0	0	4

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

55	55	55	55	220

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1625	1625	1625	1625	6500

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Stepping Stone Drop-In Ctr. Assoc. - Lebanon

Susan E Seidler

Organization

Prepared By:

I. MEMBERSHIP

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
A2) Members 60 and over
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

105	6	6	6	123
7	0	0	0	7
112	6	6	6	130

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
B2) New Members 60 and over (unduplicated within category at end of reporting period)

5	9	10	11	35
0	0	0	0	0

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1)Unduplicated Members/Participants 59 and under (served in all programs)
A2) Unduplicated Members/Participants 60 and over (served in all programs)
A3) Unduplicated Members/Participants Served in All Programs

36	14	14	14	78
2	1	1	1	5
38	15	15	15	83

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

12	3	3	3	21

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
B) Total Visit Days (members and participants only)
C) Average Daily Visits (# of visit days/number of days open in reporting period)
D) Number of Daytime Hours Each Week
E) Number of Evening Hours Each Week
F) Number of Hours Open/Week (F=D+E)
G) Number of Days the Program was Open in the Quarter
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

34	14	11	11	70
750	750	750	750	3000
8	8	8	8	
42	42	42	42	
2	2	2	2	
44	44	44	44	
92	92	90	91	365
10	10	10	10	
2	2	2	2	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

1	1	1	1	4

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
B) Total Peer Support Telephone Calls Received

250	250	250	250	1000
160	160	160	160	640

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Stepping Stone Drop-In Ctr. Assoc. - Lebanon

Susan E Seidler

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

1	1	1	1	4

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

1	1	1	1	4

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0

B) Number of Persons Served (unduplicated)

0	0	0	0	0

C) Total Number of Admissions

0	0	0	0	0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0

b2) Other Hospital

0	0	0	0	0

b3) Other

0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	
Y	Y	Y	

B) Monthly Newsletters Y/N

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	1	0	0	1

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

1	0	0	0	1

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

10	10	10	10	40

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

500	500	500	500	2000

EXHIBIT B
METHODS OF PAYMENT
FY 2015

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:

Training and Development	\$ 12,140
Capital Expenditures	41,000
Crisis Respite	61,044
Retirement	2,137
Depreciation	2,901
Total	\$119,222

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.

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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: \$190,114

Federal Funds: \$236,623

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services

Program Title: Block Grants for Community Mental Health Services

Amount: \$236,623

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

FY15 Exhibit B PSA SS

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5/8/14

Budget Form

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

The Stepping Stone Drop-In Center
Bidder/Program Name: Association

Consumer Peer Support Services & Peer
Budget Request for: Operated Crisis Respite Services
(Name of RFP)

Budget Period: 07-01-14 - 06-30-15

	Direct	Indirect	Total
1. Total Salary/Wages	\$ 203,541.87	\$ 21,851.13	\$ 225,393.00
2. Employee Benefits	\$ 34,639.16	\$ 6,552.84	\$ 41,192.00
3. Consultants	\$ 1,050.00	\$ -	\$ 1,050.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ 1,560.00	\$ -	\$ 1,560.00
Repair and Maintenance	\$ 17,107.00	\$ -	\$ 17,107.00
Purchase/Depreciation	\$ 2,901.00	\$ -	\$ 2,901.00
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 400.00	\$ -	\$ 400.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ 400.00	\$ -	\$ 400.00
Office	\$ 1,177.90	\$ 745.10	\$ 1,923.00
6. Travel	\$ 5,708.56	\$ 510.44	\$ 6,219.00
7. Occupancy	\$ 43,517.50	\$ 1,764.50	\$ 45,282.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 6,438.17	\$ 521.83	\$ 6,960.00
Postage	\$ 1,312.30	\$ 69.70	\$ 1,382.00
Subscriptions	\$ 200.00	\$ -	\$ 200.00
Audit and Legal	\$ 6,400.00	\$ 1,000.00	\$ 7,400.00
Insurance	\$ 13,208.00	\$ -	\$ 13,208.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ 377.00	\$ -	\$ 377.00
10. Marketing/Communications	\$ 100.00	\$ -	\$ 100.00
11. Staff Education and Training	\$ 12,540.00	\$ -	\$ 12,540.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
a. Building & Household	\$ 4,700.00	\$ -	\$ 4,700.00
b. Capital Expenditures	\$ 36,900.00	\$ 4,100.00	\$ 41,000.00
c. Membership Dues	\$ 365.00	\$ -	\$ 365.00
d. Bank fees, criminal & DMV records	\$ -	\$ 418.00	\$ 418.00
e. Loans to individuals	\$ -	\$ 2,400.00	\$ 2,400.00
14. Food	\$ 3,200.00	\$ -	\$ 3,200.00
15. Advertising	\$ 1,110.98	\$ 79.02	\$ 1,190.00
16. Printing	\$ 1,773.84	\$ 126.16	\$ 1,900.00
17. Assistant to Individuals	\$ 350.00	\$ -	\$ 350.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 400,978.27	\$ 40,138.73	\$ 441,117.00

Indirect As A Percent of Direct

10.0%

Region: Region 2

Agency: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2015 Contract

400	PROG. SERV. FEES	Total Agency	Total Administration	Peer Support Program Claremont 111a	Peer Support Program Lebanon 211a	Warm Line 111b	Crisis Respite 111e	Other Non-BBH 111f
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	2,500	0	0	0	0	0	2,500
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	236,623	0	116,854	69,707	11,778	38,284	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	MHSJP	0	0	0	0	0	0	0
450	RENTAL INCOME	11,880	0	0	0	0	0	11,880
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	190,114	0	85,623	69,210	12,521	22,760	0
482	Community Developmental Services	0	0	0	0	0	0	0
490	OTHER REVENUES	0	0	0	0	0	0	0
491	Other DBH (carry over)	0	0	0	0	0	0	0
	Subtotal	441,117	0	202,477	138,917	24,299	61,044	14,380
500	GM Allocation	0	0	0	0	0	0	0
	TOTAL PROGRAM REVENUES	441,117	0	202,477	138,917	24,299	61,044	14,380

Region: Region 2

Agency: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Claremont 111a	Peer Support Program Lebanon 211a	Warm Line 111b	Crisis Respite 111e	Other Non-BBH 111f
600 PERSONNEL COSTS							
601 Salary & Wages	225,393	0	87,144	73,700	16,835	47,715	0
602 Employee Benefits	23,949	0	8,429	7,016	2,246	6,259	0
603 Payroll taxes	17,243	0	6,666	5,638	1,288	3,650	0
Subtotal	266,585	0	102,239	86,353	20,369	57,624	0
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	1,050	0	525	525	0	0	0
625 Audit Fees	6,900	0	3,450	3,450	0	0	0
626 Legal Fees	500	0	500	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0	0	0
630 STAFF DEV & TRNG.							
631 Journals & Publications	200	0	100	100	0	0	0
632 In-Service Training	12,140	0	12,140	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0	0
634 Other Staff Development	400	0	280	120	0	0	0
640 OCCUPANCY COSTS							
641 Rent	0	0	0	0	0	0	0
642 Mortgage Payments	22,044	0	5,316	12,000	0	0	4,728
643 Heating Costs	15,004	0	8,500	5,346	830	328	0
644 Other Utilities	4,984	0	2,151	1,173	400	60	1,200
645 Maintenance & Repairs	14,959	0	5,923	3,318	0	0	5,718
646 Taxes	3,250	0	750	0	0	0	2,500
647 Other Occupancy Costs	0	0	0	0	0	0	0
650 CONSUMABLE SUPPLIES							
651 Office	2,300	0	1,200	600	300	200	0
652 Building/Household	4,700	0	2,500	2,000	0	200	0
653 Educational/Training	400	0	325	75	0	0	0
654 Production & Sales	0	0	0	0	0	0	0
655 Food	3,200	0	2,000	1,200	0	0	0
656 Medical	400	0	400	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0
660 CAPITAL EXPENDITURES	41,000	0	28,334	12,666	0	0	0
665 DEPRECIATION	2,901	0	2,901	0	0	0	0
670 EQUIPMENT RENTAL	1,560	0	1,560	0	0	0	0
680 EQUIPMENT MAINTENANCE	4,548	0	3,540	1,008	0	0	0
Subtotal page	409,025	0	184,634	129,934	21,899	58,412	14,146

Region: Region 2

Agency: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Claremont 111a	Peer Support Program Lebanon 211a	Warm Line 111b	Crisis Respite 111e	Other Non-BBH 111f
Total Carried Forward	409,025	0	184,634	129,934	21,899	58,412	14,146
700 ADVERTISING	1,190	0	940	250	0	0	0
710 PRINTING	2,000	0	2,000	0	0	0	0
720 TELEPHONE/COMMUNICATIONS	6,960	0	2,340	1,860	2,400	360	0
730 POSTAGE/SHIPPING	1,382	0	1,382	0	0	0	0
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	1,254	0	750	504	0	0	0
743 Clients	4,965	0	1,804	1,189	0	1,972	0
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST.TO INDIVIDUALS							
751 Client Services	350	0	300	50	0	0	0
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	100	0	100	0	0	0	0
762 Vehicles	4,038	0	1,869	1,869	0	300	0
763 Comprehensive Property & Liability	9,070	0	5,718	3,238	0	0	114
770 MEMBERSHIP DUES	365	0	365	0	0	0	0
800 OTHER EXPENDITURES	418	0	275	23	0	0	120
801 INTEREST EXPENSE	0	0	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0	0	0
TOTAL EXPENSES	441,117	0	202,477	138,917	24,299	61,044	14,380
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0	0
TOTAL PROGRAM EXPENSES	441,117	0	202,477	138,917	24,299	61,044	14,380
SURPLUS/(DEFICIT)							
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	(0)	0	(0)	0
Verification of Balancing s/b 0	(0)						

BUDGET FORM C

AGENCY The Stepping Stone Drop-in Center Association

PREPARED BY Susan E Seidler

FISCAL YEAR **FY15**

DATE PREPARED 5/5/14

A = Acquisition

R = Rehabilitation

PROGRAM	ITEM	NUMBER	COST PER ITEM	TOTAL COST	REQUEST	A	R
Stepping Stone	computers			\$11,557	\$11,557 X	X	
Next Step	computers			\$3,301	\$3,301 X	X	
Stepping Stone	phones			\$7,284	\$7,284 X	X	
Stepping Stone	flooring			\$4,999	\$4,999 X	X	
Next Step	flooring			\$4,999	\$4,999 X	X	
Next Step and Stepping Stone	vehicle			\$8,860	\$8,860 X	X	
Grand Total					\$41,000		

EXHIBIT C
SPECIAL PROVISIONS
FY 2015

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.

Contractor Initials:

RD
5/8/14

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.

Contractor Initials

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5/8/14

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-Contract 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.

Contractor Initials:

RD
5/8/14

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.

Contractor Initials:

RP
5/8/14

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.

Contractor Initials

PD/8/14

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.

FY15 Exhibit C PSA

Contractor Initials:

PD
5/8/14

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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant, be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

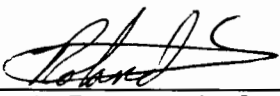
108 Pleasant Street, Claremont, NH 03743

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: 7/1/2014 To: 6/30/2015
(Contractor Name) (Period Covered by this Certification)

Roland C Dumont, Board President
(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature) 5/8/2014
(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):

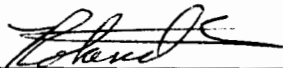
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: 07-01-14 through 06-30-15

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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



(Contractor Representative Signature)

Roland C Dumont, Board President

(Authorized Contractor Representative Name & Title)

The Stepping Stone Drop-In Center Association

(Contractor Name)

May 8, 2014

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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)

Roland C Dumont, Board President

(Authorized Contractor Representative Name & Title)

The Stepping Stone Drop-In Center Assn.

(Contractor Name)

May 8, 2014

(Date)

Contractor Initials: RD

Date: 5/8/14

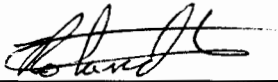
NH Department of Health and Human Services

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, Board President

(Authorized Contractor Representative Name & Title)

The Stepping Stone Drop-In Center Association

(Contractor Name)

May 8, 2014

(Date)

NH Department of Health and Human Services

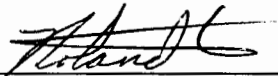
STANDARD EXHIBIT H

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)

Roland C Dumont, Board President

(Authorized Contractor Representative Name & Title)

The Stepping Stone Drop-In Center Association

(Contractor Name)

May 8, 2014

(Date)

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 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.

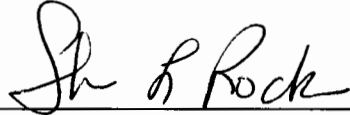
(6) **Miscellaneous**

- 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.

Bureau of Behavioral Health

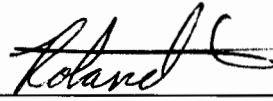
The State Agency Name



Signature of Authorized Representative

The Stepping Stone Drop-In Ctr Assoc

Name of the Contractor



Signature of Authorized Representative

Sheri L. Rockburn

Name of Authorized Representative

Roland C Dumont

Name of Authorized Representative

Director

Title of Authorized Representative

Board President

Title of Authorized Representative

5/15/14
Date

May 8, 2014

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.

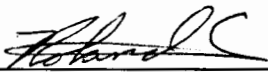
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.

	Roland C Dumont, Board President
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)

The Stepping Stone Drop-In Center Association	May 8, 2014
(Contractor Name)	(Date)

Contractor initials: RD
Date: 5/8/14

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?

☒ 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:

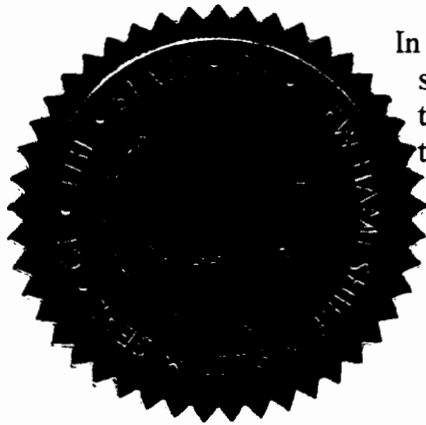
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor initials: RD
Date: 5/8/14

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 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 2nd day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Colleen Fisk, 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 April 9, 2014.

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
Crisis Respite**

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 8, 2014.

4. Roland C Dumont is duly elected President of the Corporation.

(Seal)
(Corporation)


(Signature of Board Secretary)

State of New Hampshire

County of Sullivan

The foregoing instrument was acknowledged before me this 8th day of May, 2014.

By Colleen Fisk


Name: **Susan E Seidler**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: January 13, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2014

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			PHPK1147858	03/22/2014	03/22/2015	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☒ PROFESSIONAL		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000				
A	AUTOMOBILE LIABILITY			PHPK1147858	03/22/2014	03/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED		RETENTION \$				\$
	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		WC5-31S-389810-014	03/22/2014	03/22/2015
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☒ Y ☐ N	E.L. EACH ACCIDENT \$ 100,000				
If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	E.L. DISEASE - EA EMPLOYEE \$ 100,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				

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

Workers Compensation Covered States 3.A. Part One: NH; 3.C. Part Three: Refer To Residual Market Limited Other States Insurance Endorsement WC000326A. Excluded Officers: Nancy Beaudoin, Susan Buckholz, and Roland Dumont.

Evidence of Insurance - Employee Dishonesty - Limit: \$30,000 - Deductible: \$500 (Part of Policy PHPK986064 - Policy Dates 3/22/14 - 3/22/15)

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

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, 2013 and 2012, 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, 2013 and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Stepping Stone Drop-In Center Association as of June 30, 2013 and 2012, 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, 2013, in conformity with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Bureau of Behavioral Health refundable advance - designated on page 12 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

January 7, 2014
Wolfeboro, New Hampshire

STEPPING STONE DROP-IN CENTER ASSOCIATION

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2013 AND JUNE 30, 2012**

	<u>2013</u>	<u>2012</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents - designated	\$ 20,176	\$ 30,541
Cash and cash equivalents - undesignated	35,367	6,113
Accounts receivable	2,102	-
Prepaid expenses	<u>7,271</u>	<u>12,794</u>
Total current assets	<u>64,916</u>	<u>49,448</u>
PROPERTY		
Building	341,825	341,825
Equipment	<u>39,294</u>	<u>39,294</u>
Total	381,119	381,119
Less: accumulated depreciation	<u>(109,002)</u>	<u>(99,400)</u>
Property - net	<u>272,117</u>	<u>281,719</u>
TOTAL ASSETS	<u>\$ 337,033</u>	<u>\$ 331,167</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 12,768	\$ 11,819
Accounts payable	8,454	2,484
Accrued payroll and related liabilities	11,271	12,022
Refundable advances	5,101	10,382
Refundable advances - designated	<u>20,176</u>	<u>30,541</u>
Total current liabilities	57,770	67,248
LONG-TERM DEBT, NET OF CURRENT PORTION SHOWN ABOVE	<u>279,686</u>	<u>244,842</u>
Total liabilities	<u>337,456</u>	<u>312,090</u>
NET ASSETS		
Unrestricted	(4,122)	12,852
Temporarily restricted	<u>3,699</u>	<u>6,225</u>
Total net assets	<u>(423)</u>	<u>19,077</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 337,033</u>	<u>\$ 331,167</u>

See Notes to Financial Statements

STEPPING STONE DROP-IN CENTER ASSOCIATION

**STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2013 AND JUNE 30, 2012**

	<u>2013</u>	<u>2012</u>
CHANGES IN UNRESTRICTED NET ASSETS		
REVENUE AND SUPPORT		
Grants	\$ 315,548	\$ 332,115
Rental income	1,461	12,760
Contributions	1,011	8,015
Other	3,064	1,601
Total unrestricted revenues and gains	321,084	354,491
Net assets released from restrictions	2,626	-
Total unrestricted revenues, gains and other support	323,710	354,491
EXPENSES		
Program services:		
Stepping Stone	164,253	153,198
Next Step	109,251	120,680
Warm Line	20,220	25,402
Respite	23,290	39,264
Other Programs	23,670	26,325
General management allocation	(32,963)	(34,330)
Supporting services:		
General management	32,963	34,330
Total	340,684	364,869
DECREASE IN UNRESTRICTED NET ASSETS	(16,974)	(10,378)
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
Contributions	100	1,070
Net assets released from restrictions	(2,626)	-
(DECREASE) INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	(2,526)	1,070
CHANGES IN NET ASSETS	(19,500)	(9,308)
NET ASSETS - BEGINNING OF YEAR	19,077	28,385
NET ASSETS - END OF YEAR	\$ (423)	\$ 19,077

See Notes to Financial Statements

STEPPING STONE DROP-IN CENTER ASSOCIATION

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND JUNE 30, 2012**

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ (19,500)	\$ (9,308)
Adjustments to reconcile decrease in net assets to net cash used in operating activities:		
Depreciation	9,602	9,310
(Increase) decrease in assets:		
Accounts receivable	(2,102)	556
Prepaid expenses	5,523	(716)
Increase (decrease) in liabilities:		
Accounts payable	5,970	1,583
Accrued payroll and related liabilities	(751)	(7,063)
Refundable advances	(5,281)	684
Refundable advances - designated	<u>(10,365)</u>	<u>5,878</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(16,904)</u>	<u>924</u>
CASH FLOWS USED IN INVESTING ACTIVITIES		
Purchase of property	<u>-</u>	<u>(4,934)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>-</u>	<u>(4,934)</u>
CASH FLOWS USED IN FINANCING ACTIVITIES		
Proceeds from long term borrowings	76,000	-
Repayments of long-term notes payable	<u>(40,207)</u>	<u>(11,230)</u>
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>35,793</u>	<u>(11,230)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	18,889	(15,240)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>36,654</u>	<u>51,894</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 55,543</u>	<u>\$ 36,654</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 9,802</u>	<u>\$ 10,175</u>

See Notes to Financial Statements

STEPPING STONE DROP-IN CENTER ASSOCIATION

**STATEMENT OF FUNCTIONAL REVENUE, SUPPORT AND EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013**

	Stepping Stone	Next Step	Warm Line	Respite	Total BBH Funds	Other Non-BBH Programs	2013 Total
REVENUE AND SUPPORT							
Grants	\$ 164,718	\$ 104,577	\$ 22,963	\$ 23,290	\$ 315,548	\$ -	\$ 315,548
Rental Income	-	-	-	-	-	1,461	1,461
Contributions	400	-	-	-	400	711	1,111
Other Income	3,064	-	-	-	3,064	-	3,064
Total revenue and support	\$ 168,182	\$ 104,577	\$ 22,963	\$ 23,290	\$ 319,012	\$ 2,172	\$ 321,184
EXPENSES							
Salaries and wages	\$ 84,037	\$ 62,782	\$ 16,425	\$ 14,982	\$ 178,226	\$ -	\$ 178,226
Employee benefits	25,667	12,957	1,385	4,471	44,480	-	44,480
Insurance	6,344	233	-	-	6,577	-	6,577
Payroll taxes	6,432	5,489	1,460	2,137	15,518	-	15,518
Occupancy costs	10,534	6,809	-	24	24	13,611	13,635
Audit and accounting fees	3,372	2,881	-	-	17,343	-	17,343
Telephone	-	9,147	950	228	7,431	-	7,431
Interest expense	-	-	-	-	9,147	-	9,802
Depreciation	-	-	-	-	-	655	9,602
Utilities	10,358	4,909	-	-	15,267	191	15,458
Client consumables	1,670	1,259	-	-	2,929	347	3,276
Travel	2,751	897	-	1,432	5,080	-	5,080
Office supplies and expense	3,491	1,253	-	16	4,760	-	4,760
Staff development and training	5,452	175	-	-	5,627	-	5,627
Advertising	-	437	-	-	437	-	437
Legal fees	135	23	-	-	158	750	908
Other	4,010	-	-	-	4,010	(1,486)	2,524
Total expenses	\$ 164,253	\$ 109,251	\$ 20,220	\$ 23,290	\$ 317,014	\$ 23,670	\$ 340,684

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

The Stepping Stone Drop-in Center Association

BOARD OF DIRECTORS

March 17, 2014

PRESIDENT

Roland Dumont

Lori Brown

EXECUTIVE DIRECTOR

**THE STEPPING STONE DROP-
IN CENTER ASSOCIATION**

Susan E. Seidler

VICE PRESIDENT

Tony Rzeczycki

Susan Buckholz

Tiffany Farnsworth

SITE COORDINATOR

STEPPING STONE

Vacant

SECRETARY

Colleen Fisk

Nancy Reardon

SITE COORDINATOR

NEXT STEP

Mark W. Nichols

TREASURER

Nancy Beaudoin

Dianne Roberts

KEY ADMINISTRATIVE PERSONNEL - FY2015

STEPPING STONE DROP-IN ASSOCIATION

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Susan Seidler	1.00	\$ 39,000.00	\$ 37,728.64	97%

Susan E. Seidler

Objective	To be a member of an organization with a firm commitment to its mission and which aligns with my commitment to intentional peer support, fostering diversity, exceptional work quality, the value of teamwork, personal growth and development, and the ability to implement new ideas.		
Skills	I have extensive experience in the administrative aspects of running an organization, including 20 years of supervisory experience. My strengths include systems thinking, communication, organization, initiative, attention to detail, multi-tasking, discretion, problem-solving, trouble-shooting, creativity, sense of humor, and teamwork. I am proficient in the installation and maintenance of the latest versions of Mac- and PC-based operating systems, Internet browsers, Microsoft Office Professional, virus protection, and Adobe Acrobat and Photoshop Elements; Microsoft Windows and Exchange Server; and various single-purpose programs.		
Experience	12/2006-Present	SSDICA	Claremont, NH
	<i>Executive Director</i>		<i>1/2014-Present</i>
	• Overall management of the organization, including program development, resource allocation, and business operations. • Establish clear goals and direction for the organization. • Inspire and lead a diverse team of professionals as well as the Management Team. • Advise and inform the Board of Directors. • Champion the organization's vision, goals, and values. • Promote the principles and values of Intentional Peer Support internally and within the greater community.		
	<i>Site & Program Supports Coordinator</i>		<i>2/2007-1/2014</i>
	• Oversaw the Stepping Stone site and all aspects of program supports. • Taught and modeled peer support. • Participated as member of the management team. • Supervised assigned staff. • Maintained accurate and reliable program statistics for BBH contract compliance, Board of Director reports, and Food Bank requirements; submitted same according to established timelines. • Co-facilitated monthly staff meetings. • Maintained Intentional Peer Support certification and attended trainings as required and recommended. • Produced monthly newsletter and oversaw distribution. • Participated as member of Fundraising Committee and PR sub-committee. • Worked with the Executive Director on RFP, budgeting, audit, and contracts. • Oversaw business office and human resources functions, including payroll, earned time records, and staff schedule. • Prepared and submitted Exhibit B and green sheets for approval of restricted funds usage.		
	<i>Interim Executive Director</i>		<i>12/2006-2/2007</i>

Susan E. Seidler

Experience 6/2005-2006 Kendal at Hanover Hanover, NH

Health Services Administrative Assistant

- Direct support to the Director of Resident Health Care Services and the Director of Nursing. Administrative support to the Health Services Management Team and nursing staff.
- Coordination and scheduling of Staff Development activities and training for the Health Services department, including maintenance of HealthStream database of credit hours.
- Provision of help-desk and in-depth training in computer software.
- Member of Pharmacy Committee, including analysis of medication use within Kendal's resident contracts and input relative to Medicare D involvement.

1983-2005 United Developmental Services Lebanon, NH

Administrative Assistant for Operations

1987-2005

- Supervision of administrative support staff.
- Direct support to the Chief Operating Officer/Chief Financial Officer.
- Development, oversight, and coordination of efficient and effective office procedures.
- Preparation and dissemination of annual budget and funding proposals within dictated deadlines; preparation of ad hoc statistical reports; data entry and quality control for various State-mandated reports; performance of miscellaneous accounting duties; authorization by signature of company checks.
- Development and ongoing review of internal systems to prepare for yearly State inspections of over 30 residences; refinement of infrastructure according to changes in State and Federal standards.
- Maintenance of telephone and voice messaging system with regard to orientation, training, and programming in accordance with staff preference and company policy.

Ad hoc Responsibilities: member of UDS committees on Recruitment, Compensation, Downsizing, Criminal Justice, and Workplace Violence; member of State of NH DHHS committee to revise State certification requirements and evaluation tools; officer on UDS's HIPAA committee.

Network Administrator (concurrently with AA for Operations)

1996-2005

- Provision of support across multiple sites in the administration and maintenance of a Windows-based network for 50+ users in accordance with user preference and company protocols.
- Provision of help-desk and in-depth training in all aspects of computer hardware and software.
- Active participation at monthly meetings of the NH Bureau of Developmental Services Shared IT Group.

Secretary, Early Intervention Program

1983-1987

Education

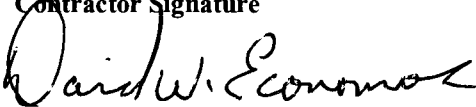
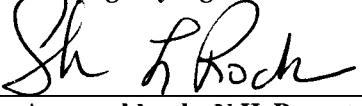
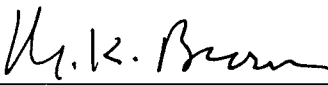
Certified in Intentional Peer Support – Shery Mead Consultants
NH Grants Institute 3-day training – NH Center for Nonprofits
Trained Complaint Investigator – Ry Perry
NH Notary Public
Granite State College, Lebanon, NH
AA, General Studies, Concentration in Business Management and Finance

References References are available on request.

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 06-30-2015	1.8 Price Limitation \$213,635.
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director, DHHS, DCBCS		1.10 State Agency Telephone Number 603-271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David Economos Treasurer	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Strafford</u> On <u>May 8, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		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 B Hewitt Executive Director			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director, DHHS, DCBCS	
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:  On: <u>6/4/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
SCOPE OF WORK
FY 2015

I. PEER SUPPORT SERVICES

- 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
Contractor Initials: *DWE*
Date: *5/8/14*

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.

Contractor Initials

Date

DWE
5/8/14

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. BBH Requirements for Board of Directors: The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If 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.

14.3. Board of Director Job Descriptions: The Board of Director Members and Officers shall have written descriptions outlining their duties.

14.4. Board of Director Orientation: The Board of Directors shall have a documented Orientation Process and Manual.

14.5. Board of Director Trainings: The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This 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. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

14.8. Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

14.9. Board of Director List: The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

14.10. Annual Board Elections: The process and results of annual board elections shall be documented and kept on file at the agency.

14.11. Change in Board of Director Membership: BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

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.

Contractor Initials

Date

OWE
5/8/14

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.

18. Location of Services: The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

19. 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.

20. 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 is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

21. 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. Those records must 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.

22. Increase the Unduplicated Numbers Served: In FY 2015 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2014. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2015 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2015 may jeopardize future funding increases.

23. 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. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

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 2015.

25. Commencement Date of Agreement: The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and 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.

MEMORANDUM OF UNDERSTANDING

FY 2015

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 2015. 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 Contractor's 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 Contractor's 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.

Contractor Initials: *OWE*

Date: *5/8/14*

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.

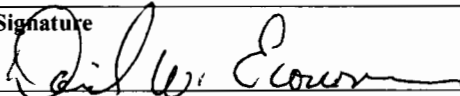
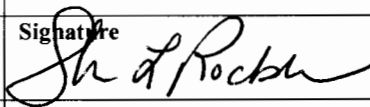
Source of Data: BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

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.

TCC FY15 MOU EXHIBIT A PSA

Agency: Tri-City Consumers' Action Co-operative	<i>DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health</i>
Name/Title: <i>David Economos</i> Treasurer	Name/Title: Sheri L. Rockburn, Director
Signature 	Signature 
Date May 8, 2014	Date 5/23/14

Contractor Initials:

Date:

DWE
5/28/14

PEER SUPPORT SERVICES**FY2015 Contract 4**

Fiscal Year / Quarter

Tri-City Consumer's Action Co-Operative**Martha Jo Hewitt**

Organization

Prepared By:

I. MEMBERSHIP

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

- A1) Members 59 and under
 A2) Members 60 and over
 A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

184	14	7	13	218
15	2	0	0	17
199	16	7	13	235

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
 B2) New Members 60 and over (unduplicated within category at end of reporting period)

20	14	7	13	54
2	1	1	1	5

II. PSA MEMBERS AND PARTICIPANTS SERVED

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
 A2) Unduplicated Members/Participants 60 and over (served in all programs)
 A3) Unduplicated Members/Participants Served in All Programs

108	27	23	25	183
8	1	1	1	11
116	28	24	26	194

III. PSA GUESTS SERVED

- A1) Number of Guests (unduplicated)

40	55	22	24	141

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
 B) Total Visit Days (members and participants only)
 C) Average Daily Visits (# of visit days/number of days open in reporting period)
 D) Number of Daytime Hours Each Week
 E) Number of Evening Hours Each Week
 F) Number of Hours Open/Week (F=D+E)
 G) Number of Days the Program was Open in the Quarter
 H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
 H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

25	25	24	22	96
1275	1073	697	885	3930
20	17	11	14	
22	19	13	44	
0	0	0	0	
22	19	13	44	
64	63	62	64	253
20	16	18	18	
11	11	9	10	

V. OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

39	55	64	52	210

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

- A) Total Peer Support Telephone Calls Made
 B) Total Peer Support Telephone Calls Received

39	75	50	54	218
165	194	186	181	726

VII. WARMLINE

- A) Total Warmline Telephone Calls Made
 B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4
Fiscal Year / Quarter

Tri-City Consumer's Action Co-Operative
Organization

Martha Jo Hewitt

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

30	30	30	30	120

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

1	1	1	1	4

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

				0

B) Number of Persons Served (unduplicated)

				0

C) Total Number of Admissions

				0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0

B) Referral Source:

- b1) New Hampshire Hospital
- b2) Other Hospital
- b3) Other

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

B) Monthly Newsletters Y/N

1st Month	2nd Month	3rd Month	
yes	yes	yes	
yes	yes	yes	

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

8	8	8	8	32

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

4	0	0	0	4

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

209	177	139	200	725

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

4073	4073	4073	4073	16292

EXHIBIT B
METHODS OF PAYMENT
FY 2015

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:

Training and Development	\$ 7,275
Capital Expenditures	26,500
Retirement	1,770
Total	\$35,545

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.

Contractor Initials
Date

[Signature]
5/8/14

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: \$95,176

Federal Funds: \$118,459

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services
Program Title: Block Grants for Community Mental Health Services

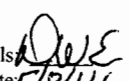
Amount: \$118,459

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

FY15 Exhibit B PSA TCC

Contractor Initials: 
Date: 5/8/14

Budget Form

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

Bidder/Program Name: Tri-City Consumer Cooperative

Budget Request for: Consumer Peer Support Services
(Name of RFP)

Budget Period: July 1, 2014 - June 30, 2015

	Direct (Personnel)	Indirect Funds	Total	
1. Total Salary/Wages	\$ 81,247.00	\$ 14,000.00	\$ 95,247.00	E.D. admin. duties = 40%
2. Employee Benefits	\$ 25,462.60	\$ 1,878.40	\$ 27,341.00	E.D. benefits calc. = 40%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 2,450.00	\$ -	\$ 2,450.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 4,110.00	\$ -	\$ 4,110.00	
6. Travel	\$ 8,220.00	\$ -	\$ 8,220.00	
7. Occupancy	\$ 25,011.00	\$ 2,032.00	\$ 27,043.00	E.D. admin office space = FTE
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 2,100.00	\$ 1,400.00	\$ 3,500.00	E.D. admin. phone use 40%
Postage	\$ 600.00	\$ -	\$ 600.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 4,600.00	\$ -	\$ 4,600.00	
Insurance	\$ 4,887.00	\$ 1,362.00	\$ 6,249.00	E.D. liability only calc. = 40%
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 7,275.00	\$ -	\$ 7,275.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Employee background checks, dues & subscriptions	\$ 500.00	\$ -	\$ 500.00	
Capital Expenditures - Van, member computers	\$ 26,500.00	\$ -	\$ 26,500.00	
	\$ -	\$ -	\$ -	
TOTAL	\$ 192,962.60	\$ 20,672.40	\$ 213,635.00	

Indirect As A Percent of Direct

10.7%

Region: Region 9

Agency: Tri-City Consumers' Action Co-operative

FISCAL PERIOD: FY2015 Contract

400	PROG. SERV. FEES	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
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	0	0	0	0
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	118,459	0	118,459	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	95,176	0	95,176	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	213,635	0	213,635	0
500	GM Allocation	0	0	0	0
	TOTAL PROGRAM REVENUES	213,635	0	213,635	0

Region: Region 9

Agency: Tri-City Consumers' Action Co-operative

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
600 PERSONNEL COSTS				
601 Salary & Wages	95,247	0	95,247	0
602 Employee Benefits	20,055	0	20,055	0
603 Payroll taxes	7,286	0	7,286	0
Subtotal	122,588	0	122,588	0
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	0	0	0	0
625 Audit Fees	4,600	0	4,600	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	7,275	0	7,275	0
633 Conferences & Conventions	0	0	0	0
634 Other Staff Development	0	0	0	0
640 OCCUPANCY COSTS				
641 Rent	23,340	0	23,340	0
642 Mortgage Payments	0	0	0	0
643 Heating Costs	0	0	0	0
644 Other Utilities	3,103	0	3,103	0
645 Maintenance & Repairs	600	0	600	0
646 Taxes	0	0	0	0
647 Other Occupancy Costs	0	0	0	0
650 CONSUMABLE SUPPLIES				
651 Office	1,800	0	1,800	0
652 Building/Household	1,475	0	1,475	0
653 Educational/Training	0	0	0	0
654 Production & Sales	0	0	0	0
655 Food	300	0	300	0
656 Medical	0	0	0	0
657 Other Consumable Supplies	535	0	535	0
660 CAPITAL EXPENDITURES	26,500	0	26,500	0
665 DEPRECIATION	0	0	0	0
670 EQUIPMENT RENTAL	2,450	0	2,450	0
680 EQUIPMENT MAINTENANCE	0	0	0	0
Subtotal page	194,566	0	194,566	0

Region: Region 9

Agency: Tri-City Consumers' Action Co-operative

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
Total Carried Forward	194,566	0	194,566	0
700 ADVERTISING	0	0	0	0
710 PRINTING	0	0	0	0
720 TELEPHONE/COMMUNICATIONS	3,500	0	3,500	0
730 POSTAGE/SHIPPING	600	0	600	0
740 TRANSPORTATION				
741 Board Members	0	0	0	0
742 Staff	1,420	0	1,420	0
743 Clients	6,800	0	6,800	0
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	1,244	0	1,244	0
762 Vehicles	1,600	0	1,600	0
763 Comprehensive Property & Liability	3,405	0	3,405	0
770 MEMBERSHIP DUES	0	0	0	0
800 OTHER EXPENDITURES	500	0	500	0
801 INTEREST EXPENSE	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0
TOTAL EXPENSES	213,635	0	213,635	0
900 ADMINISTRATIVE ALLOCATION	0	0	0	0
TOTAL PROGRAM EXPENSES	213,635	0	213,635	0
SURPLUS/(DEFICIT)				
Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0
Verification of Balancing s/b 0	0	0	0	0

BUDGET FORM C

PREPARED BY Martha Jo H
DATE PREPARED 5/6/2014

A = Acquisition
R = Rehabilitation

PROGRAM	ITEM	NUMBER	COST PER ITEM	TOTAL COST	REQUEST	A	R
Peer Support - Transportation	New Van	1	\$25,000.00	\$25,000.00	\$25,000.00	X	
Peer Support - Employment	Computers with monitors	2	\$750.000	\$1,500.00	\$1,500.00	X	
Grand Total				\$26,500.00	\$26,500.00		

EXHIBIT C
SPECIAL PROVISIONS
FY 2015

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.

Contractor Initials:

Date:

DWE
5/8/14

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.

Contractor Initials:

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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.

Contractor Initials
Date

DWE
5/8/14

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.

Contractor Initials:

Date:

DWE
5/8/14

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.

Contractor Initials: *DWE*
Date: *5/8/14*

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.

FY15 Exhibit C PSA

Contractor Initials

Date

DWE
5/8/14

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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will —
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted —
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

____ Tri-City Consumers' Action Co-operative

From: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

David Economos, Treasurer

(Name & Title of Authorized Contractor Representative)

David W. Economos

(Contractor Representative Signature)

4/14/14

(Date)

Contractor Initials: DWE

Date: 4/14/14

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: 07-01-14 through 06-30-15

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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


 (Contractor Representative Signature)

DAVID W. ECONOMOS TREASURER
 (Authorized Contractor Representative Name & Title)

Tri-City Consumers' Action Co-operative
 (Contractor Name)

4/14/14
 (Date)

Contractor Initials: DWE

Date: 4/14/14

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless _____ authorized _____ by _____ DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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
(Contractor Representative Signature)

DAVID W. ECONOMOS TREASURER
(Authorized Contractor Representative Name & Title)

Tri-City Consumers' Action Co-operative
(Contractor Name)

4/14/14
(Date)

Contractor Initials: DWE

Date: 4/14/14

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
(Contractor Representative Signature)

DAVID W. ECONOMOS TREASURER
(Authorized Contractor Representative Name & Title)

Tri-City Consumers' Action Co-operative
(Contractor Name)

4/14/14
(Date)

NH Department of Health and Human Services

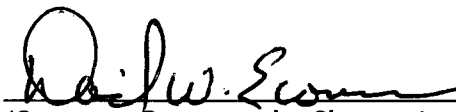
STANDARD EXHIBIT H

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

Tri-City Consumers' Action Co-operative
(Contractor Name)

4/14/14
(Date)

Contractor Initials: DWE
Date: 4/14/14

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 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.

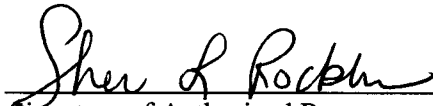
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

**Bureau of Behavioral Health
operative**

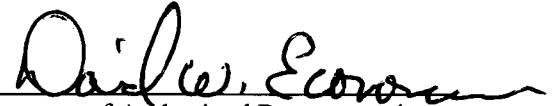
Tri-City Consumers' Action Co-

The State Agency Name

Name of the Contractor



Signature of Authorized Representative



Signature of Authorized Representative

Sheri L. Rockburn

Name of Authorized Representative

DAVID W. ECONOMOS

Name of Authorized Representative

Director

Title of Authorized Representative

TREASURER

Title of Authorized Representative

5/15/14

Date

4/14/14

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.

David W. Economos DAVID W. ECONOMOS TREASURER
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Tri-City Consumers' Action Co-operative
(Contractor Name)

4/14/14
(Date)

Contractor initials: DWE
Date: 4/14/14

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?

☒ 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: _____

Contractor initials: DWE

Date: 4/14/14

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. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elaine Weatherby, 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 30, 2014.

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:

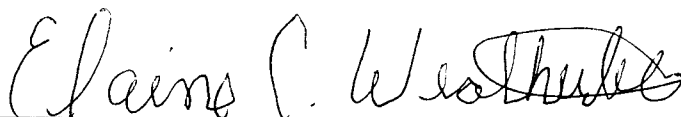
To Provide: Peer Support Services

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 May 8, 2014.

4. David Economos is duly elected Treasurer of the Corporation.

(Seal)
(Corporation)


(Signature of Board Secretary)

State of New Hampshire

County of Strafford

The foregoing instrument was acknowledged before me this 8 day of May, 2014 by (Elaine Weatherbee).

MARTHA HEWITT
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
March 6, 2018


Name: Martha Jo Hewitt
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: March 6, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/13/2014

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: Anna Gallant	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 603 427-7534	E-MAIL ADDRESS: Anna.Gallant@peoples.com	
INSURED TRICO3 Tri-City Consumer Action Cooperative 36 Wakefield St. Rochester NH 03867-1929	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : American States Insurance Company		19704
	INSURER B : ACE American Insurance Company		22667
	INSURER C : General Insurance Company of Americ		24732
	INSURER D : National Casualty Company		11991
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 1131207039**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC		01CI7194201	8/2/2013	8/2/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		01CI7194201	8/2/2013	8/2/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N ☐ A	6S62UB4767P50113	7/26/2013	7/6/2014	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C D A	Professional Liability D&O Employee Dishonesty		LP77657910 EKO3087941 01CI7194201	8/2/2013 3/11/2014 8/2/2013	8/2/2014 8/2/2015 8/2/2014	\$1,000,000/\$3,000,000 \$1,000,000 \$50,000

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

Board of Directors are excluded from Workers Compensation Coverage

CERTIFICATE HOLDERBureau of Behavioral Health; Attn: Sandy Lawrence
Main Bldg. Rm.214S; Contract Management 105 Pleasa
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

Peoples United Ins. Agency

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors
Tri-City Consumer's Cooperative
Rochester, New Hampshire

We have audited the accompanying financial statements Tri-City Consumer's Cooperative (a New Hampshire nonprofit corporation) , which comprises the statements of financial position as of June 30, 2013 and 2012 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

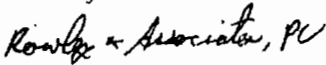
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-City Consumer's Cooperative as of June 30, 2013 and 2012 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Rowley & Associates, P.C.

Rowley & Associates, P.C.
Concord, New Hampshire
September 5, 2013

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	<u>88,404</u>	<u>78,074</u>
PROPERTY AND EQUIPMENT, at cost		
Vehicles	19,830	19,830
Furniture and fixtures	10,151	9,551
Total property & equipment	<u>29,981</u>	<u>29,381</u>
Less accumulated depreciation	<u>28,594</u>	<u>27,413</u>
	<u>1,387</u>	<u>1,968</u>
 Total Assets	 <u><u>89,791</u></u>	 <u><u>80,042</u></u>
 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	<u>39,295</u>	<u>29,833</u>
 NET ASSETS		
Unrestricted	<u>50,496</u>	<u>50,209</u>
 Total Liabilities and Net Assets	 <u><u>\$ 89,791</u></u>	 <u><u>\$ 80,042</u></u>

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

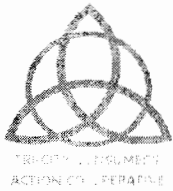
	<u>2012</u>	<u>2011</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	\$ 132,418	\$ 154,418
Donations	287	-
Donations, non-cash	446	-
Interest income	25	61
Other income	-	3
Total support and revenue	<u>133,176</u>	<u>154,482</u>
EXPENSES		
Wages	\$ 68,465	\$ 87,951
Employee benefits	6,740	12,978
Payroll 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	<u>132,889</u>	<u>162,640</u>
 Increase (Decrease) in unrestricted net assets	 287	 (8,158)
 Unrestricted net assets, beginning of year	 <u>50,209</u>	 <u>58,367</u>
 Unrestricted net assets, beginning of year	 <u>\$ 50,496</u>	 <u>\$ 50,209</u>

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

	<u>2012</u>	<u>2011</u>
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	<u>9,156</u>	<u>(11,356)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of fixed assets	<u>(600)</u>	<u>-</u>
Net increase (decrease) in unrestricted cash	8,556	(11,356)
Unrestricted Cash and Cash Equivalents, Beginning of Year	<u>71,260</u>	<u>82,616</u>
Unrestricted Cash and Cash Equivalents, End of Year	<u>\$ 79,816</u>	<u>\$ 71,260</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Non-cash donations	<u>\$ 446</u>	<u>\$ -</u>

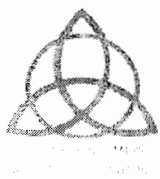
See Independent Auditors' Report and Notes to Financial Statements



Tri-City Consumers' Action Co-Operative (Tri-City Co-Op)
36 Wakefield Street
Rochester NH 03867
(603) 948-1043
tricitycoop@metrocast.net

MISSION STATEMENT
10/2011

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.



**TRI-CONSUMERS' ACTION CO-OPERATIVE
BOARD OF DIRECTORS**

May 8, 2014

**PRESIDENT
Sharon Reynolds**

Steve Brochu

Sally Newman

**VICE-PRESIDENT
Kathy Downing**

Pamela Burr

Ed Walker

**TREASURER
David Economos**

Michelle Donovan

William Whicher

**SECRETARY
Elaine Weatherbee**

Jennifer Grace

**EXECUTIVE DIRECTOR
Martha Jo Hewitt**

Carmen Martell

KEY ADMINISTRATIVE PERSONNEL - FY2015

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	\$ 35,000.00	\$ 35,000.00	100%

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	- Planning & Scheduling	- Staff Development
- Program/Project Development	- Training & Education	- Policy Design
- Budget Development/Implementation -	- Performance Analysis	- Team Building
- Needs Assessment/Evaluation	- Facilitator	- Cost Controls
- Strategic/Organizational Planning	- Community Relations	- 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.

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 ensuring 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, Recovery Coach and Trainer, Crisis Prevention and Intervention Training, WarmLine Training, Co-Supervision.

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.