



STATE OF NEW HAMPSHIRE

4

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF COMMUNITY BASED CARE SERVICES

Nicholas A. Toumpas Commissioner

Nancy L. Rollins Associate Commissioner

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

August 1, 2013

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, NH 03301 732 General had 27% Federal had

Requested Action

- Sole source
- 1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, to hold a 3-day training from October 23-25, 2013, for a total cost not to exceed \$10,081.40. The course will train peer support agency staff how to operate a peer-run crisis respite program for persons experiencing a psychiatric crisis. This action will be effective upon Governor and Council approval through June 30, 2014. Funds to support this request are available in the accounts below:
- 2. Further authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health to enter into a sole source agreement with Shery Mead Consulting, 187 Jerusalem Road, Bristol, Vermont 05443 (230437-B001) to provide training and facilitation services in an amount not to exceed \$6,798 at the training in Requested Action #1. This action will be effective upon Governor and Executive Council approval through June 30, 2014. Funds to support this request are available in the account below:
- 3. Subject to the approval of the Requested Actions #1 and #2, authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, to reimburse The Alternative Life Center, PO Box 241, Conway, New Hampshire, for the cost of food, mileage, and lodging for participants attending the training, in an amount not to exceed \$1,787, and HEARTS Peer Support Center of Nashua Region VI, 5 Pine St Extension, Unit 2K, Nashua, New Hampshire, for staff wages and mileage in an amount not to exceed \$965 for a total of \$2,752.

05-95-92-920010-5945 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT

		Total	\$ 7,329.40
067-500557	Training of Providers	92200000	\$ 6,798.00
021-502668	Food-Non Institutional	92200000	\$ 531.40
Class/Object	Account Title	Activity Code	<u>Amount</u>

05-95-92-920010-7861 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, OLMSTEAD GRANT

Class/Object	Account Title	Activity Code	<u>Amount</u>
068-500561	Other Remuneration	92207861	\$ 2,752.00
		Total	<u>\$ 2,752.00</u>
		Grand Total	\$ 10.081.40

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council

Explanation

The Bureau of Behavioral Health is requesting funding to provide crisis respite training to 15 staff at two peer support agencies, The Alternative Life Center in Conway and HEARTS Peer Support Center of Nashua Region VI. The FY2014-2015 budget contained sizeable funding to restore the community mental health system in New Hampshire. A recent symptom of the problems with the system is the backlog of admissions to New Hampshire Hospital in local hospital emergency rooms. The establishment of three crisis respite beds at the peer support agencies is an initiative of the Bureau to relieve pressure on the system. The beds would be available for individuals in psychiatric distress from any part of the state.

Before opening the crisis respite beds, staff must be trained. The training will take place in Concord over the course of three days. The trainers are nationally recognized experts in "Intentional Peer Support" and "Peer Run Crisis Respite". Eight staff from the peer support agency in the North Country, The Alternative Life Center, will require two overnight stays, funding for meals, and mileage reimbursement. The 7 staff from HEARTS Peer Support Center of Nashua Region VI will require funding for staff wages and mileage reimbursement. A detailed list of expenses and the associated agenda for the training is attached.

Specific to Requested Action #2, the Bureau requests authorization to enter into a sole source agreement with Shery Mead Consulting to provide the training. The firm has worked for the past decade with agencies in New Hampshire, other states, and internationally to train and implement Peer Support services. They are the leading international experts on "Intentional Peer Support" and "Peer Run Crisis Respite". They have provided trainings in "Intentional Peer Support" and "Crisis Respite" to the 10 Peer support Agencies in New Hampshire for over the past ten years. Chris Hansen and Lenora Kimball are employees of Shery Mead Consulting and will be conducting the training. The training performance will be evaluated by the participants - those assessments will affect the likelihood of hiring Shery Mead Consulting in the future.

Should the Governor and Council determine to not authorize this request, the State will not be able to open three crisis respite beds which would have provided some immediate relief to local emergency rooms which have been forced to house persons in psychiatric crisis for extended stays while waiting for beds to open at New Hampshire Hospital.

Area served: Statewide.

Source of funds: 100% General Funds.

27% Federal linds

Respectfully submitted,

Nancy L. Rollins,
Associate Commissioner

Approved by: Nicholas A. Toumpas

Commissioner

NLR/pbr/sl Enclosures

Peer Operated Crisis Respite Training

Thomas Fox Chapel ~ Main Bldg. October 23, 24, & 25, 2013

Learning Objectives

Participants will be able to:

- Describe the purpose of Crisis Respite;
- Describe the purpose of proactive interview;
- Demonstrate the skills of proactive interview;
- Understand and proactive skills for difficult/crisis situations;
- Understand the difference between crisis and extreme distress;
- Demonstrate conversations that support Unlearning;
- Demonstrate conversations that explore worldview.

Day 1 ~ October 23, 2013:

- Welcome
- Discomfort Agreement
- Introductions
- Overview and summary of Intentional Peer Support (IPS)
- What is Crisis?
- Making new meaning out of crisis
- What ifs
- IPS in the context of Crisis

Day 2 ~ October 24, 2013:

- Check-In
- Proactive Conversation
- Video
- Practice
- What Ifs
- Crisis Scenarios

Day $3 \sim \text{October } 25, 2013$

- Check-In
- Overview of Day 1 content
- Overview of Day 2 content
- Crisis Scenarios
- Questions & Answers
- Fill out Evaluation sheets

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Day 3 ~ October 25, 2013

- Check-In
- Overview of Day 1 content
- Overview of Day 2 content
- Crisis Scenarios
- Questions & Answers
- Fill out Evaluation sheets

Subject:

Peer Operated Crisis Respite Training Conference

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

I. IDENTIFICATION.				
1.1 State Agency Name		1.2	State Agency Address	
			Pleasant Street, Main Bldg ord, NH 03301	
1.3 Contractor Name		1.4	Contractor Address	
			erusalem Road	
Shery Mead Consulting		Brist	ol, VT 05443	
1.5 Contractor Phone	1.6 Account Number	1.7	Completion Date	1.8 Price Limitation
Number	05-95-92-920010-5945			
802 453 6786		06-30)-14	\$6,798.00
1.9 Contracting Officer for S	tate Agency	1.10	State Agency Telephor	ne Number
Nancy L. Rollins, Associate Com	missioner	(603)	271-5000	
1.11 Contractor Signature		1.12	Name and Title of Cor	ntractor Signatory
Sun were	J	Sher	Mead, Consultant	
1.13 Acknowledgement: State	of VT , County of Assor			
On $940/13$, before the under	rsigned officer, personally appear	ed the r	erson identified in block 1	1.12, or satisfactorily proven to be
				in the capacity indicated in block
1.12.				
1.13.1 Signature of Notary Public or Justice of the Peace				
1.13.2 Name and Title of Notary or Justice of the Peace My Comm. Loop. 2-10-2015 Heather M. Shome - Volong Public 1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm., Div. Community Ba				
1.13.2 Name and Title of Notary or Justice of the Peace My Co			na 120 2-10-20	.E.
1.13.2 Name and Title of Nota	ity of sustince of the reace pro	9	1/11. 20gp. a 10.00	<i>'</i> 'E
Lloa	11horm Jamos	Ondo	a Cubla	
1.14 State Agency Signature	HALL II). SHOTILE	115	Ndmo and Title of Star	to Aganay Signatamy
1.14 State Agency Signature		1.13	'ivame and title of Stat	te Agency Signatory
Many L. Kollins		Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs		
1.16 Approval by the N.H. I	Department of Administration,	Divisio	n of Personnel <i>(if applica</i>	ble)
By:		Direc	tor, On:	
1.17 Approval by the Attorn	ney General (Form, Substance a	and Exc	ecution)	
By: Vanne P. Henich On: 25 Sapt. 2013		3		
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.

Contractor Initials:	h-
Date:	9/12/2011

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: July 24	4, 2013				
CONTRACT PERIOD:	10-23-13	to	06-30-14	_	
CONTRACTOR:					
NAME:	Shery Mead	Consult	ing		
ADDRESS:	187 Jerusal	em Road			
-	Bristol, Verr	mont 054	43		
-					
TELEPHONE:	802-453-678	6			_
FAX:					_
EMAIL:					_
EXECUTIVE DIRECTO	R: <u>She</u> i	ry Mead			

The Contractor shall provide training and facilitation for the following forums:

- A three (3) day training on Peer Operated Crisis Respite for 15 staff from Alternative Life Center, Inc. and HEARTS Peer Support Center of Greater Nashua Region VI, Peer Support Centers located in the North Country and Nashua respective.
- Provide copies of the training Evaluations to the Bureau at the conclusion of the training.

Contractor	Initials:	<u>~</u>	
Date:	8/1	lo	

EXHIBIT B

METHODS AND CONDITIONS OF PAYMENT

- 1. The Contract Price shall not exceed \$6,798.00. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 2. Contractor will receive payment upon submission of invoice.

Contractor Initials: Date: Yuley

NH Department of Health and Human Services STANDARD EXHIBIT C-I

<u>ADDITIONAL SPECIAL PROVISIONS</u>

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

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or available of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall no be required to transfer funds from any other source or account into the Account identified in block 1.6., or any other account, in the event funds are reduced or unavailable.

- 2. Paragraph 7. of the General Provisions of this Agreement is deleted and the following paragraph is added:
 - "7.1. The performance of the services shall be carried out by the Contractor."
- 3. In the event of an early termination of this Agreement as described in Paragraph 10. of the General Provisions, the Contractor shall provide a minimum of thirty (30) days advance notice.
- 4. Paragraph 12. of the General Provisions of the Agreement relating to sub-contracting is deleted:
- 5. Paragraph 14. of the General Provisions of this Agreement relating to insurance is deleted.

STANDARD EXHIBIT C

SPECIAL PROVISIONS

- 1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
- 2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- **3. Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- **4. Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- **5. Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- **6. Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
- 7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
- 8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than

Contractor Initials: C

such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

- **8.1** Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- **8.2** Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- **8.3** Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

- **9. Maintenance of Records**: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - **9.1 Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - **9.2 Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - **9.3 Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- **10. Audit**: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - **10.1 Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - **10.2 Audit Liabilities**: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be

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

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

- **12. Reports: Fiscal and Statistical**: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - **12.2 Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
- 13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- **14. Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - **14.1** The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
- 15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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

Contractor Initials:

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
 - 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).

` '	antee may insert in the space provid the specific grant.	ded below the site(s) for the performance of work done in
Place of Perforr	mance (street address, city, county	, state, zip code) (list each location)
105 Pleasant S	treet, Concord NH	
Check 🗌 if the	ere are workplaces on file that are r	not identified here.
Shery Mead	Consulting	From: 10/1/2013 To: 06/30/2014
Contractor Name	e) (Period Covered by	this Certification)
Shery Mead, Con	nsultant	
(Name & Title of	Authorized Contractor Representative)	

(Contractor Representative Signature)

Contractor Initials:

(Date)

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: 10-01-13 through 06-30-14

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

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

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

how much	Shery Mead, Consultant
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Shery Mead Consulting	rlula
(Contractor Name)	(Date)

NH Department of Health and Human Services STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

- 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 (I)(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.

has my	Shery Mead, Consultant
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Shery Mead Consulting	-lih
(Contractor Name)	(Date)

NH Department of Health and Human Services STANDARD EXHIBIT G

<u>CERTIFICATION REGARDING</u> 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.

Som mud	Shery Mead, Consultant
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Shery Mead Consulting	الا
(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.

hu mud	Shery Mead, Consultant	
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)	
Shery Mead Consulting	٠١١)١٦	
(Contractor Name)	(Date)	

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

Contractor Initials:	
Date:	VIlla

- k. "<u>Protected Health Information</u>" 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.
- 1. "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:
 - 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.

Contractor Initials:

(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. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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. <u>Segregation</u>. 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. <u>Survival</u>. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials:

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

DHHS, DCBCS, BBH	Shery Mead Consulting	
The State Agency Name	Name of the Contractor	
Many L. Rellins Signature of Authorized Representative	in mus	
Signature of Authorized Representative	Signature of Authorized Representative	
Nancy L. Rollins	Shery Mead	
Name of Authorized Representative	Name of Authorized Representative	
Associate Commissioner	Consultant	
Title of Authorized Representative	Title of Authorized Representative	
19 Aug. 2013 Date	elin	
Date	Date	

STANDARD EXHIBIT J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

hy med	Shery Mead, C	Shery Mead, Consultant	
(Contractor Representative Signature)	(Authorized Co	ontractor Representative Name & Title)	
Shery Mead Consulting			
(Contractor Name)	(Date)		
		Contractor initials:	

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.

below listed questions are true and accurat	e.	
1. The DUNS number for your entity is:	-	809 785113
2. In your business or organization's prece receive (1) 80 percent or more of your annu- grants, sub-grants, and/or cooperative agree from U.S. federal contracts, subcontracts, le	ual gross revenue in U.S. fements; and (2) \$25,000,00	ederal contracts, subcontracts, loans, 00 or more in annual gross revenues
$\overline{}$ NO	YES	
If the answe	er to #2 above is NO, stop	p here
If the answer to #2 ab	oove is YES, please answe	er the following:
3. Does the public have access to informati or organization through periodic reports file of 1934 (15 U.S.C.78m(a), 78o(d)) or section	ed under section 13(a) or 1	5(d) of the Securities Exchange Act
NO	YES	
If the answe	er to #3 above is YES, sto	p here
If the answer to #3 al	bove is NO, please answe	r the following:
4. The names and compensation of the five organization are as follows:	most highly compensated	officers in your business or
Name:	Am	ount:

Contractor initials: _______

Date: VIVD
Page # 23 of Page # 23

CHRISTINE ALISON HANSEN

BSW; NZASW; CQSW; DLMMH

EDUCATION

2005

- > Post-graduate Diploma in Leadership and Management (Mental Health Sector)
 - o (Waikato University, New Zealand; Blueprint Centre for Learning)

1997

- > Diploma in Supervision
 - o Auckland University; New Zealand

1996

> New Zealand Professional Association of Social Workers Accreditation

1992

- > Certificate in Adult Teaching
 - o Waiariki Polytechnic (New Zealand)

1981

- > Certification of Qualification in Social Work (International)
- > Bachelor of Social Work

Medical and ethico-legal issues in old age

Massey University

COURSES ATTENDED/ PROFESSIONAL DEVELOPMENT

Peer Support and Crisis Alternatives	Quality Assurance
Dynamic Facilitation	Performance appraisal writing and planning
Non-Violent Communication	Conflict Resolution
Hearing Voices Facilitation	Preventing violence in the Health System
Media training	Group Skills and Management
Social Marketing	Training trainers
Treaty of Waitangi and Bi-cultural issues	Facilitation training
Policy planning and writing in the mental health sector	Hearing Voices that are distressing
Motivational Interviewing	Strengths model training
Group leadership	Employment in the mental health sector

PROFESSIONAL EXPERIENCE

Independent Consultant, Training and consulting in peer support and recovery to peer centers, Mental Health Centers and State Departments of Mental Health. 2005 to present.

United Nations Delegate. Member of the New Zealand delegation to the United Nations developing Convention for the Rights of Persons with Disabilities. 2004 to 2008.

Chair, National Advisory Group to the Like Minds Like Mine Project, Coordinating service user involvement in national antidiscrimination project. 2003-2006.

Chair, Manuka New Zealand, National service user network. 2004-2006.

Advisor, National Mental Health Workforce Development Committee. New Zealand, 2003-2005. Member/advisor for the development of the National Mental Health Workforce Development Plan, New Zealand.

Reviewer/Advisor National Service User Workforce Development Plan. New Zealand, 2004-2005.

PUBLICATIONS

Hansen, C (2003) The Role and Workforce Development Requirements of Service Users in the Mental Health Workforce. Incite: Mental Health Journal of New Zealand (Volume 2, Issue 1).

Vaughan, G. and Hansen, C. (2004) 'Like Minds, Like Mine': a New Zealand project to counter the stigma and discrimination assßßsndations: Service user roles in the mental health workforce. New Zealand Mental Health Commission, Wellington, NZ.

Hansen, C (2005) Occasional Paper: People with Mental Illness and the United Nations Disability Convention. New Zealand Mental Health Commission, Wellington, NZ.

Stastny, P and Lehmann P (eds) (2007) Alternatives Beyond Psychiatry. Chapter 'Individual Strategies'. Peter Lehmann Publishing.

Davies, C (2007) Visions of Mental Health. Chapter 'The power of peer support'. Queensland Disability Alliance, Australia DVD set.

LENORA KIMBALL

35 Potash Hill Road Tunbridge, Vermont 05077 lenorasinvt@yahoo.com

EDUCATION

Tufts Dental School, Boston, MA; Certified Dental Assistant.

Northeastern University, Boston, MA; Pursued BA in Liberal Arts.

Quinsigamond Community College, Worcester MA; Pursued Associate degree in Liberal Arts.

EXPERIENCE

The Stepping Stone & Next Step Peer Support and Crisis Respite Center, Claremont, NH.

Lenora served in a full range of positions, from staff member to Executive Director, gaining exposure to and an understanding of the full workings of this consumer operated trauma informed peer support agency. Stepping Stone is described as an innovative and nationally recognized peer support organization that genuinely reflects the principles of role recovery and consumer empowerment. Culturally sensitive peer support services for adult consumers are provided in an attractive and accessible facility by peer consumers well versed in the trauma peer support model. Stepping Stone is a cost-effective, exemplary program. The staff leaders, through direct communication and modeling, promote growth learning, and consumer empowerment. The staff at Stepping Stone have experiential knowledge as consumers and have receive training in crisis management and mentoring from one of the leaders in the peer support movement, Shery Mead.

As Executive Director (2002-2006), Lenora was responsible for all administrative duties necessary to operate the agency, including overseeing the agency's fiduciary duties, supervising the staff, writing grants, fundraising, promoting public awareness, facilitating wellness groups and discussions, facilitating the Wellness Recovery Action Plan (WRAP), teaching Crisis Respite as a BBH-approved trainer, and role-modeling the Trauma Informed Peer Support Model to agency members and the community at large.

2005-2008: Saint Anselm College, Manchester, NH

Adjunct Professor, Nursing Faculty "Trauma Informed Peer Support."

2005-2008: Southern New Hampshire University, Manchester, NH

Adjunct Professor, Graduate Faculty

"Effective Team Dynamics and Respecting Different World Views."

2000-2001: Maine Department of Health and Human Services, the State of Maine

As a Committee member, Lenora's participation in an investigation regarding the needs of persons with mental health issues and issued recommendations for a Peer Pilot Initiative. Interviewed consumers, compiled and presented their information to the Committee for consideration by the State of Maine.

OTHER QUALIFICATIONS

- Member and former Chair (2004) of the New Hampshire Mental Health Consumer Council (2001-2006);
- Member of the Claremont, NH area Homeless Coalition (2003-2006);
- Liaison to the public for the Wellness and Recovery Model (2003-present);
- Experience educating and coaching local & national mental health counselors regarding the Trauma Informed Peer Support Model. (2003-present);

- Member of Evidence-Based Practice Steering Committee (2003-2004);
- Collaboration with local and national mental health providers and social service agencies and providing technical assistance to the Executive Directors of other peer-run support agencies;
- Collaboration with national consumer movement leaders and researchers, including Shery Mead, Mary Ellen Copeland, Cheryl McNeil, Laurie Curtis, Chris Hansen of New Zealand, Sally Zinman of the California Network of Mental Health Clients, Dan Fisher of the National Empowerment Center and others;
- Consultant to The National Empowerment Center, providing information on Trauma Informed Peer Support;

VOLUNTEER WORK

- Extensive volunteerism involving fundraising, organizational leadership, adult education, assisting elderly, tutoring children, and serving as docent at a museum and a zoo;
- Fund raising for developmentally, mentally, and physically challenged athletes to further their participation in sporting events: "Vermont 100 Mile Ride" endurance race (2004-2009);
- Junior Herdsman Judge, Tunbridge World's Fair: Volunteer at the annual four-day event promoting and fostering the values of 4-H, community mindedness, and herdsmanship in members up to age 18 (1999-2009);
- Fund raising for Tunbridge Town Library & the local community church (2009 2013);
- Pro bono work with individuals connected with peer-run agencies & NH Peer Support Agencies to support them in their efforts in learning & practicing Trauma-Informed Intentional Peer Support as well as other types of consulting services (2006 present);
- Supervising peer-run initiatives until identified individuals are trained & in place to carry out operations (2008 present);

SPEAKING ENGAGEMENTS

Dartmouth Psychiatric Research Center: Evidence-Based Practice Supported Employment Kick-Off, New Hampshire State Hospital, Concord, NH (2006);

New Hampshire Adult Mental Health Advisory Council: Trauma Informed Peer Support Agencies in New Hampshire (2006);

National Conference Presenter: Keynote Speaker: Nebraska State Consumer Conference, Aurora, NE (2006); Workshop Presenter and Plenary Speaker, NYAPRS, Ellenville, NY (2006); Opening Plenary Speaker: Stepping Stone Crisis Respite Program: Alternatives 2005, Phoenix, AZ (2005);

National Conference Presenter Workshop: Stepping Stone Peer Support and Crisis Respite Center: How It Works: Alternatives 2005, Phoenix, AZ (2005);

New England Psychiatric Nurses Conference: Workshop Presenter: Trauma Informed Peer Support, Kennebunkport, ME (2005);

Evidence-Based Practice Steering Committee Inaugural Kick-Off: Trauma Informed Peer Support Agencies' Relationship to New Hampshire Community Mental Health Centers, Concord, NH (2005);

Evidence-Based Practice Steering Committee Presenter: Intentions and Tasks of Trauma Informed Peer Support; EBP Illness Management and Recovery Initial Team Training; Concord, NH (2005);

Public Awareness Speaker: radio public service messages and radio talk show appearances regarding Trauma Informed Peer Support at Stepping Stone and Next Step Peer Support & Crisis Respite Centers;

Invited Guest: on radio and TV shows, to talk about mental health, recovery & peer-run services across the country (2008 – present);

Presented Stepping Stone and Next Step Peer Support & Crisis Respite Centers at NH Hospital. Concord, NH, and community mental health centers throughout New Hampshire (2003-2006);

Consultant to the Dartmouth Psychiatric Research Center, Lebanon, NH (2006 – 2009);

Consultant to the State of Oregon: Creating & training & supervising peers to staff Warmlines throughout that State as well as other States, including NH (2009 - 2013);

Consultant to the State of Vermont: Creating a consumer-run Crisis Alternative to psychiatric hospitalization, using the objectives, values & guidelines set forth by a State-wide Consumer organization (2008 -2009);

Continues to consult with States to create Consumer Operated Service Programs (COSP), which includes but is not limited to:

- Creating COSP 501©3s;
- Board Training & Development;
- Trauma Informed, Intentional Peer Support Crisis Respite Trainings;
- Intentional Peer Support (IPS) Training;
- Identifying suitable sites for peer-run programs;
- Developing operating budgets for publicly funded peer-run programs;
- Creating policies for staff & the individuals being served peer-run programs;
- Identifying & hiring staff for COSP;
- Training staff, staff development & evaluation for COSP;
- Development of supervision of Trauma Informed IPS practices;
- Working with peer groups to develop funding sources;
- Public awareness of peer-run programs & services;
- Identifying allies in the greater community, supporting staff as they learn to connect with State legislatures & educate the public at large;
- Employed to create & operate a peer-run Support Suite for an annual national conference for Consumers & to hire and train the consumer staff supporting that service;
- Successful grant writer;

Lenora lives in Vermont with her husband of 40 years. Beyond Lenora's interest in moving the State of New Hampshire as well as the country from the mental health rehabilitative model of care to a consumer driven recovery model, she is interested in art and nature.

State of New Hampshire Department of State

CERTIFICATE OF REGISTERED TRADE NAME

OF

Shery Mead Consulting

This is to certify that Shery Mead registered in this office as doing business under the Trade Name Shery Mead Consulting, at 187 Jerusalem Road Bristol, VT 05443 on September 16, 2013.

The nature of business is Mental health consultation and training.

Expiration Date: September 16, 2018

Business ID#: 697709



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 September, 2013 A.D.

William M. Gardner Secretary of State

Was Genlan

NH Department of Health and Human Services Bureau of Behavioral Health

Peer-Run Crisis Respite Training

Dates: October 23rd, 24th, and 25th, 2013

No cost	No cost	
\$531.40		
	\$531.40	
•		
*		
,		
\$180.00		
	\$6,798.00	
\$333.00		
•		
•		
*******	\$1,787.00	
egion VI (HEARTS)		
\$125.00		
•		
- Staffing (4 staff x \$10.00/hour for 21 hrs.) \$840.00 Attendee Costs Subtotal for HEARTS		
	\$10,081.40	
	\$531.40 \$6,000.00 \$258.00 \$360.00 \$180.00 \$144.00 \$89.00 \$741.00 \$480.00 egion VI (HEARTS) \$125.00 \$840.00	