



**STATE OF NEW HAMPSHIRE**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
 603-271-4612 1-800-852-3345 Ext. 4612  
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Nicholas A. Toumpas  
 Commissioner

Marcella J. Bobinsky  
 Acting Director

June 25, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to establish a list of Licensed Mental Health and Alcohol and Other Drug Use Professionals, with the ability to expand to include additional individuals and organizations licensed by the New Hampshire Board of Medicine, and certified and approved by the New Hampshire Bureau of Drug and Alcohol Services to provide outpatient mental health and/or substance abuse counseling services to clients enrolled in the New Hampshire Ryan White CARE Program. No maximum client or service volume is guaranteed. Accordingly, the price limitation among all Agreements is \$30,000. The Agreements are effective date of Governor and Executive Council approval through June 30, 2016. 100% Other Funds.

<b>VENDOR</b>	<b>LOCATION</b>
The Community Council of Nashua, N.H. dba Greater Nashua Mental Health Center at Community Council	Nashua, NH
Pastoral Counseling Services	Manchester, NH
Greater Nashua Council on Alcoholism dba Keystone Hall	Nashua, NH

Funds are available in the following account for SFY 2016, pending legislative approval of the next biennial budget.

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2016	530-500371	Drug Rebates	90024609	\$30,000
			<b>Total</b>	<b>\$30,000</b>

## **EXPLANATION**

The Department has seven (7) vendors being added to the list of agreements that will ensure the provision of outpatient mental health and/or substance abuse counseling services for New Hampshire residents living with Human Immunodeficiency Virus (HIV), statewide that are enrolled in New Hampshire Ryan White CARE Program. The licensed mental health and/or Alcohol and Other Drug Use professionals will provide outpatient and substance abuse counseling to enrolled clients, on an individual, case-by-case, as needed basis.

This package contains three (3) of the seven (7) contacts being brought to Governor and Executive Council for approval. Governor and Executive Council has approved three (3) contracts that added vendors to this list on May 27, 2015. The Department anticipates that the remaining agreement will be presented at an upcoming Governor and Executive Council meeting.

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

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

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

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

The geographic area to be served is statewide.

Source of Funds: 100% Other Funds from the Pharmaceutical Rebates.

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

Respectfully submitted,



Marcella J. Bobinsky, MPH  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner

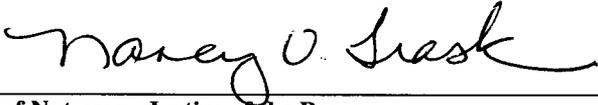
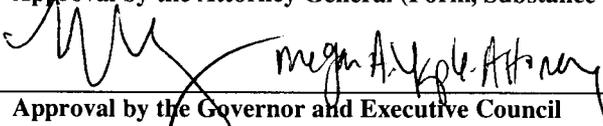
Subject: New Hampshire Ryan White CARE Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Community Council of Nashua, NH dba Greater Nashua Mental Health Center at Community Council		<b>1.4 Contractor Address</b> 100 West Pearl Street Nashua, NH 03060	
<b>1.5 Contractor Phone Number</b> 603-889-6147	<b>1.6 Account Number</b> 05-95-90-902510-2229-530-500371	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> <del>\$60,000</del> - \$30,000 <i>NO extra</i>
<b>1.9 Contracting Officer for State Agency</b> Brook Dupee, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4483	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Michael DiMarco, Finance Manager	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>9/14/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal]  <b>NANCY V. TRASK, Notary Public</b> My Commission Expires April 27, 2016			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Nancy Trask, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. Apple, Attorney On: <u>9/14/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

**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, of 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

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### Scope of Services

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

##### 1.1. Purpose:

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

#### 2. Provision of Services:

2.1. The Contractor shall act as a representative of the NH CARE Program to provide outpatient mental health and/or substance abuse counseling to uninsured and underinsured NH CARE Program clients.

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

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

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

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

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

#### 3. Licensing Requirements:

Mental health and substance abuse counseling providers performing services under this agreement must maintain a valid license by the New Hampshire Board of Mental Health Practice or the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals and be free from any mental or physical impairment or condition which would



## Exhibit A

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preclude his/her ability to competently perform the essential functions or duties under this Agreement.

4. Mental health and substance abuse providers shall adhere to the NH CARE Program Standards of Care for Mental Health and Substance Abuse Services, and all applicable Programmatic, Fiscal and Universal Monitoring Standards, as documented by HRSA:

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

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

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

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

### 6. Entire Agreement:

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



## Exhibit B

### Method and Conditions Precedent to Payment

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

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



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

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



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**Exhibit C-1**

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

5/17/2015  
Date

  
Name: Michael DiMorio  
Title: Finance Manager



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

5/1/15  
Date

  
Name: Michael DiMarco  
Title: Finance Manager



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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/1/15  
Date

  
Name: Michael DiMarco  
Title: Finance Manager



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials MS

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

5/1/15  
Date

Michael DiMarco  
Name: Michael DiMarco  
Title: Finance Manager

Exhibit G

Contractor Initials (M)

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

5/7/15  
Date

  
Name: Michael DiMarco  
Title: Finance Manager



Exhibit I

---

HEALTH INSURANCE PORTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

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



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

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

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

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

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

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

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

Contractor Name:

5/12/2015  
Date

  
Name: Michael DiMarco  
Title: Finance Manager



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: 019249823
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:

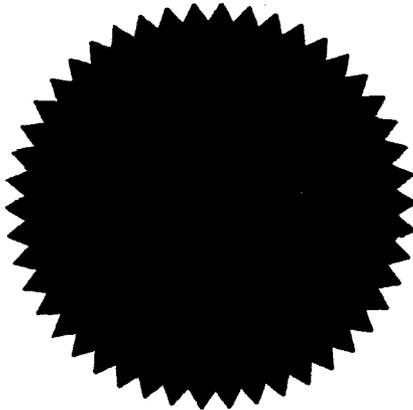
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

# 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 COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire nonprofit corporation formed December 24, 1923. 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.



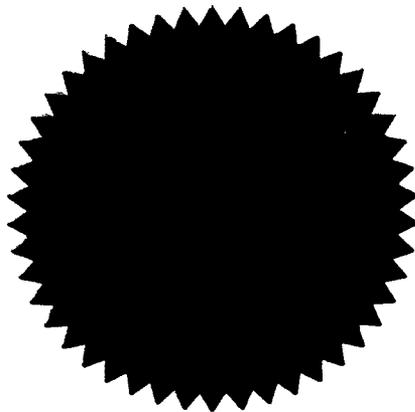
In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8<sup>th</sup> day of April, A.D. 2015

William M. Gardner  
Secretary of State

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Greater Nashua Mental Health Center at Community Council is a New Hampshire trade name registered on October 21, 2008 and that THE COMMUNITY COUNCIL OF NASHUA, N.H. 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 8<sup>th</sup> day of April, A.D. 2015

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**  
(Corporation without Seal)

I, Jone LaBombard, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Community Council of Nashua.  
(Corporation Name)
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, 2015:  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, \_\_\_\_\_, for the provision of  
Mental Health services.

**RESOLVED:** That the Finance Manager, Community Council  
(Title of Contract Signatory)

is hereby 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 he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9 day of June, 2015.  
(Date Contract Signed)

4. Michael DiMarco is the duly elected  
Finance Manager  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Jone D LaBombard  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 9 day of June, 2015.

By Jone D. LaBombard.  
(Name of Clerk of the Corporation)

Nancy V. Trask  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:  
**NANCY V. TRASK, Notary Public**  
My Commission Expires April 27, 2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/8/2015

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

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

<b>PRODUCER</b> Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061		<b>CONTACT NAME:</b> Cathy Beauregard <b>PHONE (A/C, No, Ext):</b> 603-689-7229 <b>FAX (A/C, No):</b> 603-886-4230 <b>E-MAIL ADDRESS:</b> cbeauregard@eatonberube.com	
<b>INSURED</b> COMCO3 Community Council of Nashua NH Inc. 100 West Pearl Street Nashua NH 03060		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A :Scottsdale Insurance Co INSURER B :Acadia Insurance Company INSURER C :Liberty Mutual Fire Ins Co INSURER D : INSURER E : INSURER F :	

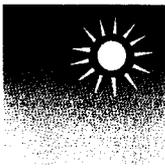
**COVERAGES**      **CERTIFICATE NUMBER:** 992947456      **REVISION NUMBER:**

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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		OPS00066510	11/12/2014	11/12/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAA000406531	11/12/2014	11/12/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		UMS0027690	11/12/2014	11/12/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    N/A <input checked="" type="checkbox"/> N		WC531S389134015	1/15/2015	1/15/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<b>Professional Liability</b> Claims Made Retro Date: 11/12/1986		OPS00066510	11/12/2014	11/12/2015	\$5,000,000    Each Claim \$5,000,000    Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Workers Compensation Information: No Excluded officers; coverage for NH.

<b>CERTIFICATE HOLDER</b>  NH Dept of Health & Human Services Contracts & Procurement 129 Pleasant Street Concord NH 03301	<b>CANCELLATION 30</b>  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 



## **Description of Organization**

### **Our Vision**

- To create an integrated mental health system, driven by knowledge, that provides high quality, cost-effective treatment.
- To eliminate the stigma surrounding mental illness and the barriers to care through education and outreach efforts.
- To develop an effective community mental health system that serves its residents by preventing, treating, and enhancing recovery from mental illness.
- To collaborate with our fellow citizens in creating a community-wide system of care that ensures access, reduces redundancy, and enhances the mental and emotional health of our community.

Established in 1920 as Community Council of Nashua, NH, Greater Nashua Mental Health Center provides comprehensive mental health services utilizing the best evidenced-based practices. As an agency, we are committed to working with our service partners to develop innovative programs to meet emerging community needs in the 10 towns we serve in southern Hillsborough County.

Our mission is to work with the Greater Nashua community to meet the mental health needs of its residents by offering prompt, professional, evaluation, treatment, resource development, community education, and family advocacy. Accredited by the Joint Commission for the Accreditation of Healthcare Organizations, we serve over 5,000 consumers each year, more than 20 percent of whom are diagnosed with a severe and persistent mental illness. The remaining clients we serve each year are adults needing brief treatment, children and adolescents with emotional problems, and the elderly population who are diagnosed with mental illness.

As an organization, GNMHC is committed to the incorporation of evidenced-based practices for the treatment of individuals with mental illness. And we make every effort to adopt new practices as they evolve. Our clinical staff – which comprise over 75 percent of our 177 employees, consists of psychiatrists, advanced registered psychiatric nurse practitioners, social workers and counselors, supported employment specialists, psychiatric rehabilitation specialists, clinical case managers, and functional support service providers.

The diverse programs and services provided include psychiatric evaluation and treatment, individual psychotherapy, group psychotherapy including an intensive outpatient program (IOP) for those dually diagnosed with substance abuse and mental health issues. We also offer family psycho-education, functional support services, intensive and targeted case management, substance abuse services, vocational services, and 24-hour emergency services.



# **Community Council of Nashua, NH**

Audited Financial Statements  
and Other Financial Information

*Year Ended June 30, 2014*  
*(With Certain Financial Information Presented*  
*for the Year Ended June 30, 2013)*  
*With Independent Auditors' Report*

# COMMUNITY COUNCIL OF NASHUA, NH

## Audited Financial Statements and Other Financial Information

Year Ended June 30, 2014  
(With Certain Financial Information Presented  
for the Year Ended June 30, 2013)

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# BAKER NEWMAN NOYES

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Community Council of Nashua, NH

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Community Council of Nashua, NH which comprise the statement of financial position as of June 30, 2014, and the related statements of activities and changes in net assets, revenues and 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.

### ***Auditors' 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 auditors' 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 Community Council of Nashua, NH as of June 30, 2014, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

To the Board of Directors  
Community Council of Nashua, NH

### **Report on Summarized Comparative Information**

We have previously audited Community Council of Nashua, NH's 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 18, 2013. In our opinion, the summarized comparative information presented herein for the year ended June 30, 2013, is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### ***Other Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated December 3, 2014 on our consideration of Community Council of Nashua, NH'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 Community Council of Nashua, NH's internal control over financial reporting and compliance.

Manchester, New Hampshire  
December 3, 2014

*Baker Newman & Noyes*

Limited Liability Company

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF FINANCIAL POSITION

June 30, 2014 and 2013

ASSETS

	<u>2014</u>	<u>2013</u>
Cash and cash equivalents	\$ 152,211	\$ 502,190
Accounts receivable, less allowance for uncollectible accounts of \$939,016 in 2014 and \$969,683 in 2013	2,085,684	1,353,102
Investments	2,034,894	2,112,993
Prepaid expenses	135,497	132,040
Property and equipment, net	3,174,656	3,237,652
Debt issuance costs, net of accumulated amortization of \$11,649 in 2014 and \$8,668 in 2013	<u>6,308</u>	<u>9,289</u>
Total assets	<u>\$7,589,250</u>	<u>\$7,347,266</u>

LIABILITIES AND NET ASSETS

Liabilities:		
Line of credit	\$ 750,000	\$ -
Accounts payable and accrued expenses	123,753	97,447
Accrued payroll	198,590	141,515
Accrued vacation	479,101	472,020
Deferred revenue	5,000	38,654
Medicaid payable	22,617	49,758
Notes payable	1,901,721	1,989,398
Capital lease obligation	20,035	64,104
Contingency reserve	613,745	730,449
Interest rate swap contract	<u>9,420</u>	<u>30,301</u>
Total liabilities	4,123,982	3,613,646
Net assets:		
Unrestricted	3,314,202	2,164,149
Temporarily restricted	52,473	1,470,878
Permanently restricted	<u>98,593</u>	<u>98,593</u>
Total net assets	<u>3,465,268</u>	<u>3,733,620</u>
Total liabilities and net assets	<u>\$7,589,250</u>	<u>\$7,347,266</u>

See accompanying notes.

**COMMUNITY COUNCIL OF NASHUA, NH**

**STATEMENTS OF ACTIVITIES  
AND CHANGES IN NET ASSETS**

Year Ended June 30, 2014

(With Certain Financial Information Presented for the Year Ended June 30, 2013)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2014</u>	<u>2013</u>
Revenues, gains and other support:					
Program service fees	\$11,117,843	\$ —	\$ —	\$11,117,843	\$11,097,089
Bad debt expense	<u>(1,415,329)</u>	<u>—</u>	<u>—</u>	<u>(1,415,329)</u>	<u>(1,255,929)</u>
Program service fees, less bad debt expense	9,702,514	—	—	9,702,514	9,841,160
State of New Hampshire - BBH	853,919	—	—	853,919	734,043
Federal grants	831,433	—	—	831,433	990,878
Rental income	71,752	—	—	71,752	56,768
Support, local governments	63,582	—	—	63,582	63,112
Contributions	28,939	—	—	28,939	46,433
United Way	2,015	—	—	2,015	33,997
Other	112,241	—	—	112,241	159,450
Net assets released from restriction (note 9)	<u>1,588,021</u>	<u>(1,588,021)</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total revenues, gains and other support	13,254,416	(1,588,021)	—	11,666,395	11,925,841
Expenses:					
BBH funded program services:					
Children's services	2,007,768	—	—	2,007,768	2,015,314
Elderly services	547,366	—	—	547,366	470,318
Intake/placement services	31,798	—	—	31,798	180,119
Crisis response	158,895	—	—	158,895	218,368
Brief hospitalization	—	—	—	—	7,319
Vocational services	236,100	—	—	236,100	216,537
Adult outpatient	1,173,547	—	—	1,173,547	1,098,840
Multi-service team	3,479,205	—	—	3,479,205	3,253,413
ACT Team	608,838	—	—	608,838	475,022
Independent housing	1,218,168	—	—	1,218,168	1,012,482
Substance abuse	633,550	—	—	633,550	522,855
Other non-BBH funded program services:					
Child impact	33,012	—	—	33,012	31,478
PRC Hopes	—	—	—	—	24,565
Court division	99,785	—	—	99,785	141,200
SAMHSA	299,540	—	—	299,540	548,192
RAISE	22,742	—	—	22,742	41,701
Supervised visitation	110,328	—	—	110,328	110,564
Research	<u>413,000</u>	<u>—</u>	<u>—</u>	<u>413,000</u>	<u>405,368</u>
Total program services	11,073,642	—	—	11,073,642	10,773,655
Administrative expenses	1,141,904	—	—	1,141,904	1,687,328
Change in fair value of interest rate swap contract	<u>(20,881)</u>	<u>—</u>	<u>—</u>	<u>(20,881)</u>	<u>(17,157)</u>
Total expenses	<u>12,194,665</u>	<u>—</u>	<u>—</u>	<u>12,194,665</u>	<u>12,443,826</u>
Income (loss) from operations	1,059,751	(1,588,021)	—	(528,270)	(517,985)

**COMMUNITY COUNCIL OF NASHUA, NH**

**STATEMENT OF ACTIVITIES  
AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2014

(With Certain Financial Information Presented for the Year Ended June 30, 2013)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2014</u>	<u>2013</u>
Income (loss) from operations	\$ 1,059,751	\$(1,588,021)	\$ -	\$ (528,270)	\$ (517,985)
Other income:					
Investment income	27,498	37,088	-	64,586	62,926
Realized and unrealized gains on investments	<u>62,804</u>	<u>132,528</u>	<u>-</u>	<u>195,332</u>	<u>106,688</u>
Total other income	<u>90,302</u>	<u>169,616</u>	<u>-</u>	<u>259,918</u>	<u>169,614</u>
Excess (deficiency) of revenues, gains and other support and other income over expenses and increase (decrease) in net assets	1,150,053	(1,418,405)	-	(268,352)	(348,371)
Net assets, beginning of year	<u>2,164,149</u>	<u>1,470,878</u>	<u>98,593</u>	<u>3,733,620</u>	<u>4,081,991</u>
Net assets, end of year	<u>\$ 3,314,202</u>	<u>\$ 52,473</u>	<u>\$ 98,593</u>	<u>\$ 3,465,268</u>	<u>\$ 3,733,620</u>

See accompanying notes.

**COMMUNITY COUNCIL OF NASHUA, NH**

STATEMENTS OF CASH FLOWS

Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities:		
Decrease in net assets	\$ (268,352)	\$ (348,371)
Adjustments to reconcile decrease in net assets to net cash (used) provided by operating activities:		
Depreciation and amortization	203,872	189,941
Net realized and unrealized gains on investments	(195,332)	(106,688)
Bad debt expense	1,415,329	1,255,929
Change in fair value of interest rate swap contract	(20,881)	(17,157)
Changes in operating assets and liabilities:		
Accounts receivable, net	(2,147,911)	(570,509)
Prepaid expenses	(3,457)	(56,453)
Accounts payable and accrued expenses	26,306	(131,829)
Accrued payroll and vacation	64,156	25,226
Medicaid payable	(27,141)	1,347
Deferred revenue	(33,654)	3,978
Contingency reserve	<u>(116,704)</u>	<u>—</u>
Net cash (used) provided by operating activities	(1,103,769)	245,414
Cash flows from investing activities:		
Purchases of investments	(989,682)	(892,284)
Proceeds from sale of investments	1,263,113	911,838
Purchase of fixed assets	<u>(137,895)</u>	<u>(392,829)</u>
Net cash provided (used) by investing activities	135,536	(373,275)
Cash flows from financing activities:		
Proceeds from long-term debt and line of credit	1,270,000	610,000
Principal payments on long-term debt and line of credit	(607,677)	(457,423)
Payments on capital lease obligation	<u>(44,069)</u>	<u>(48,076)</u>
Net cash provided by financing activities	<u>618,254</u>	<u>104,501</u>
Net decrease in cash and cash equivalents	(349,979)	(23,360)
Cash and cash equivalents, beginning of year	<u>502,190</u>	<u>525,550</u>
Cash and cash equivalents, end of year	<u>\$ 152,211</u>	<u>\$ 502,190</u>
Supplemental disclosures of cash flow information:		
Cash paid for:		
Interest	<u>\$ 122,240</u>	<u>\$ 108,806</u>

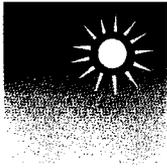
See accompanying notes.

**COMMUNITY COUNCIL OF NASHUA, NH**  
**STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES**

Year Ended June 30, 2014

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Non-DRH	Brief/DRF	Vocational Services	Adult Outpatient
Program service fees										
Net client fees	\$ 433,222	\$ -	\$ 433,222	\$ (3,839)	\$ 42,449	\$ 2,671	\$ 2,859	\$ 4,816	\$ 11,231	\$ 78,611
BC/BS	411,589	-	411,589	113,835	17,273	1,431	800	2,821	-	120,039
Medicaid	7,690,226	-	7,690,226	2,923,969	431,085	4,622	1,563	4,695	118,831	276,709
Medicare	637,471	-	637,471	424	119,600	2,151	1,962	7,222	-	213,489
Other insurance	353,305	-	353,305	67,602	17,660	2,358	692	2,326	-	87,128
Other program fees	176,701	-	176,701	-	-	-	-	-	-	-
Total program service fees	9,702,514	-	9,702,514	3,101,991	628,067	13,233	7,876	21,880	130,062	775,976
State of New Hampshire - BBH	853,919	-	853,919	-	-	-	71,736	-	1,500	(7,292)
Federal grants	831,433	-	831,433	3,198	1,274	-	-	-	-	204,114
Rental income	71,752	-	71,752	-	-	-	-	-	-	-
Support, local governments	63,582	-	63,582	-	-	-	-	-	-	63,582
Contributions	28,939	-	28,939	150	-	-	-	-	-	24,223
United Way	2,015	-	2,015	-	-	-	-	-	-	1,708
Other revenue (including nonoperating and restricted)	372,159	-	372,159	3,000	-	-	-	-	14,793	349,856
Total revenue	11,926,313	-	11,926,313	3,108,339	629,341	13,233	79,612	21,880	146,355	1,412,167

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Non-DRH	Brief/DRF	Vocational Services	Adult Outpatient
Expenses:										
Salaries and wages	\$ 7,605,725	\$ 531,618	\$ 7,074,107	\$ 1,354,978	\$ 392,062	\$ (1,680)	\$ 142,897	\$ -	\$ 160,028	\$ 671,637
Employee benefits	1,513,703	134,259	1,379,444	281,045	62,015	18,279	4,618	-	32,179	69,778
Payroll taxes	571,749	39,013	532,736	108,132	29,263	(187)	4,917	-	12,446	49,183
Substitute staff	31,152	15,309	15,843	15,843	-	-	-	-	-	-
Accounting	53,446	53,461	(15)	-	-	-	-	-	-	-
Audit fees	33,142	10,739	22,403	5,144	1,099	399	161	-	524	1,765
Legal fees	5,700	4,764	936	-	-	-	-	-	-	-
Other prof. fees/consultations	329,758	104,681	225,077	11,601	1,766	214	86	-	-	16,939
Journals and publications	737	152	585	90	19	7	3	-	48	30
Conferences and conventions	22,640	2,874	19,766	4,210	674	2	1	-	77	1,028
Other staff development	2,460	1,868	592	10	2	1	-	-	1	3
Rent	-	(536)	536	(628)	(136)	(49)	(20)	-	(65)	(218)
Mortgage (interest)	97,531	-	97,531	-	-	-	-	-	-	97,531
Heating costs	28,255	4,591	23,664	5,376	1,161	421	170	-	554	1,865
Other utilities	88,034	14,305	73,729	16,784	3,618	1,312	528	-	1,725	5,810
Maintenance and repairs	156,285	30,529	125,756	26,293	5,685	2,061	830	-	2,711	9,130
Other occupancy costs	75,153	1,203	73,950	919	196	71	29	-	94	315
Office	108,275	20,512	87,763	13,785	2,736	992	399	-	6,296	6,397
Building/household	17,380	44	17,336	3,869	839	304	122	-	516	1,347
Food	13,684	4,834	8,850	4,185	233	85	34	-	241	392
Advertising	5,826	2,646	3,180	-	-	-	-	-	-	-
Printing	30,127	8,903	21,224	4,320	652	229	92	-	376	1,413
Telephone/communication	115,202	12,509	102,693	19,788	5,533	1,121	719	-	2,835	4,987
Postage/shipping	16,067	3,564	12,503	2,652	553	200	81	-	291	888
Staff	181,200	4,936	176,264	25,069	17,062	213	86	-	4,105	1,087
Clients	900	-	-	-	-	-	-	-	-	-
Client services	319,225	-	319,225	4,494	32	-	-	-	572	50
Malpractice and bonding	291,822	47,421	244,401	55,601	11,994	4,348	1,751	-	5,720	19,260
Vehicles	(224)	(36)	(188)	(54)	(9)	(3)	(1)	-	(4)	(15)
Comprehensive property and liability	69,919	11,362	58,557	13,326	2,874	1,042	420	-	1,370	4,615
Interest expense (other than mortgage)	24,709	-	24,709	-	-	-	-	-	-	24,709
Depreciation, equipment	88,473	33,525	54,948	-	-	-	-	-	-	54,948
Depreciation, building	112,418	-	112,418	-	-	-	-	-	-	112,418
Equipment rental	43,843	5,342	38,501	5,127	1,105	401	161	-	527	1,774
Equipment maintenance	15,984	2,275	13,709	2,676	575	209	84	-	274	924
Membership dues	41,875	17,103	24,772	5,669	1,404	226	91	-	298	6,558
Other expenditures	103,371	17,234	86,137	17,464	4,359	1,580	636	-	2,079	6,999
Total program expenses	12,215,546	1,141,904	11,073,642	2,007,768	547,366	31,798	158,895	-	236,100	1,173,547
Administrative allocation	-	(1,141,904)	1,141,904	217,848	53,248	1,882	16,454	-	19,969	148,516
Change in fair value of interest rate swap contract	(20,881)	-	(20,881)	-	-	-	-	-	-	(20,881)
Total expenses	12,194,665	-	12,194,665	2,225,616	600,614	33,680	175,349	-	256,069	1,301,182
(Deficit) surplus	\$ (268,352)	\$ -	\$ (268,352)	\$ 882,723	\$ 28,727	\$ (20,447)	\$ (95,737)	\$ 21,880	\$ (109,714)	\$ 110,985



**Greater Nashua Mental Health Center**  
*at Community Council*

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BOARD OF DIRECTORS  
2015

**PRESIDENT** James S. Fasoli  
**FIRST VICE PRESIDENT** Edmund Sylvia  
**SECRETARY** Jone Labombard  
**TREASURER** Marie Tule, C.P.A.  
**INTERIM EXECUTIVE DIRECTOR** Stuart Hemming  
hemmings@gnmhc.org

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TERM EXPIRES FEBRUARY 2018

**JAMES S. FASOLI**  
(2009)  
**ELIZABETH SHEEHAN**  
(2015)  
**MARY ANN SOMERVILLE**  
(2012)

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TERM EXPIRES FEBRUARY 2017

**PAMELA BURNS**  
(2011)  
**CHRISTINE M. FURMAN**  
(2014)  
**KATHIE RICE ORSHAK, MA**  
(2011)  
**TANYA L. SPONY, ESQUIRE**  
(2014)  
**EDMUND SYLVIA**  
(2011)  
**MARIE TULE, C.P.A.**  
(2011)

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TERM EXPIRES FEBRUARY 2016

**SANDERS F. BURSTEIN, M.D.**  
(2013)  
**JONE LaBOMBARD**  
(2010)

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Rev. 3/20/15



**Community Council of Nashua, NH dba Greater Nashua Mental Health Center at Community Council**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Stuart Hemming	Interim Executive Director	Contract	0%	\$0
Tony Paradiso	Interim Chief Operating Officer	Contract	0%	\$0
Michael DiMarco	Finance Manager	\$85,000	0%	\$0
Kimberly Whitesell	Interim Medical Director	Contract	0%	\$0

# **GREATER NASHUA MENTAL HEALTH CENTER**

## **Job Description**

**Position:** Chief Operating Officer

**Department:** Executive

**Reports to:** Executive Director

**Directs:**

**Employee:**

### **SUMMARY:**

Under the general direction of the Executive Director, the COO is primarily responsible for the operating of the center including but not limited to business development, fiscal management, regulatory compliance, Information Technology and Quality Improvement. This is a position of leadership and involves working with and supervising a large, diverse staff and includes interacting with employees, consumers and Board at all levels of hierarchy. Working in tandem with the Financial Manager and Clinical Director the COO oversees budgeting, forecasting, expenditure control, financial reporting and program development and clinical operations with the primary goal of successful execution of our business strategy, mission and goals. The COO plays an active roll in defining the long-term strategic vision and facilitates putting the agency mission into operation, developing new revenue sources and providing support for new initiatives.

### **SPECIFIC RESPONSIBILITIES:**

1. Responsible for the day-to-day operation of the Center.
2. Presentation of administrative considerations to the Board of Directors at the request of the Executive Director.
3. Under the direction of the Executive Director and Professional Staff, develops and updates program plans, assures monitoring of implementation and develops and implements corrective actions as indicated.
4. Creation of operating policies to support overall company policies and objectives.
5. Prioritizing of agency initiatives and providing leadership for a positive atmosphere of growth and learning and mentoring.
6. Facilitates and implements Development initiatives.
7. Work collaboratively with the Financial Manager to analyze, develop and implement the Center's operating budget.
8. Work collaboratively with the Clinical Director to help develop and oversee the operation of clinical programs and initiatives.
9. Implement and oversee agency policies and procedures.
10. Provide education and consultation to staff, other agencies, or community groups when requested by the Executive Director/Chief Medical Officer.
11. Directs and/or participates in agency meetings as assigned by the Executive Director/Chief Medical Officer.

12. Provides supervision to other staff within the agency, when assigned by the Executive Director/Chief Medical Officer.
13. Is familiar with the agency policies and procedures and has a knowledge of other services provided within the agency and community.
14. Any other duties and responsibilities consistent with the employee's education, training, or experience deemed necessary to enhance the functioning of Greater Nashua Mental Health Center by the Executive Director/Chief Medical Officer.

**QUALIFICATIONS FOR POSITION:**

1. Demonstrated skill in operations, leadership and management, as appropriate to the requirements of the specified position;
2. Willingness to increase knowledge and skill levels as desirable or required;
3. Ten (10) years of supervisory experience, or an equivalent educational substitute;
4. Demonstrated leadership capability and skill in working effectively with colleagues;
5. Develop and maintain knowledge of the medical and mental health delivery system and the challenges it faces: access, finances, quality and accountability.
6. Demonstrated knowledge of Greater Nashua Mental Health Center Policies and Procedures and other in-house manuals and publications;
7. Completion of the curriculum requirements for a post-graduate degree from an accredited university in the field of business or management, and minimum of 10 years experience in working with the target client population or particular administrative field, or any equivalent combination of education and experience;
8. Ability to establish and maintain effective working relationships with others, to express ideas clearly and concisely in written and oral form, to exercise initiative and work independently, to exercise sound judgement analyzing situations and recommending appropriate courses of action.
9. Ability to generate respect and trust from the staff and external entities.
10. Strong working knowledge of healthcare administration, budgeting, business development, strategic planning and implementation.

This is to certify that I have received the above job description on \_\_\_\_\_, and that I understand the assigned duties. Additionally, evidence of meeting the minimum qualifications for this position has been provided to Greater Nashua Mental Health Center.

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Employee \_\_\_\_\_ Date \_\_\_\_\_

Approved:

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Hisham Hafez, M.D. \_\_\_\_\_ Date \_\_\_\_\_  
 Executive Director/Chief Medical Officer

## **Community Council of Nashua, NH Job Description**

**Position:** Executive Director/Chief Medical Officer<sup>1</sup>  
**Department:** Executive  
**Reports to:** Board of Directors

### **Summary:**

The Executive Director/Chief Medical Officer reports to and serves at the pleasure of the Board of Directors and is responsible for the overall design, development, implementation and management of all programs and activities of the agency, as well as the general supervision of employees. He/she actively communicates the vision and mission of the organization.

### **Specific Responsibilities:**

#### **Administrative/Organizational**

1. Day to day administration of Community Council by providing leadership which informs staff of the organization's mission and values, encourages staff participation in the organization's development, and is active in teaching and developing leaders at all levels.
2. Communication of relevant information throughout the organization in a timely manner.
3. Oversee the recruitment of high quality staff, with particular attention to psychiatrists and related medical staff.
4. Oversee and monitor organization budget.
5. Oversee compliance with all federal, state and local regulations.

#### **Planning/Leadership**

1. Establishes personal and system-wide goals yearly.
2. Maintain an ongoing strategic planning process for the growth and sustainability of the organization, to be presented to the Board annually.
3. Establish the vision for mental health services, while working with the Board and senior management, and lead its implementation and attendant policy development affecting those services on local, state and national levels.
4. Oversee and monitor appropriate accreditation processes.
5. Serve as the Chair of the Management Council.
6. Provide the Board timely information from which intelligent policy decisions can be made.

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<sup>1</sup> Combined positions as noted in CCN By-Law Article IV, Section 2h.

## **Clinical Management**

1. As Chief Medical Officer, he/she holds overall medical responsibility for the clinical diagnostic and treatment services of the Center's clinical programs, participate in clinical and administrative supervision of all staff, and is responsible for implementation of staff development and training activities and performance improvement activities of the organization.
2. As Chief Medical Officer, develop a program of quality assurance to implement and oversee all facets of services delivered to patients to provide high quality and safe care, while managing costs and operational efficiencies, with results reported to the Board,.
3. Provide direct patient care both on an inpatient and outpatient basis.

## **Community Relations**

1. Represent Community Council before relevant third parties, including funders, community mental health centers and local tangential organizations.

## **Qualifications for Position**

1. Doctor of Medicine (MD) degree from a medical school and complete residency in psychiatry.
2. License to practice medicine in the State of New Hampshire.
3. Completion of training in behavioral sciences, psychiatry and neurology from an approved training program.
4. Board Certified in Psychiatry according to the regulations of the American Board of Psychiatry and Neurology, Inc.
5. Maintenance of Board Certification and licensure through his/her tenure.
6. Skill in communication, interpersonal relations, and crisis intervention.
7. Of good professional character.
8. Five years full-time experience in programs for persons with long-term mental illness.
9. Two years of supervisory, management or administrative experience.
10. Leadership capability and skill in working effectively with colleagues.
11. Knowledge of Community Council Policies and Procedures and other in-house manuals and publications.
12. Ability to establish and maintain effective working relationships with others, to express ideas clearly and concisely in written and oral form, to exercise initiative and work independently, and to exercise sound judgment analyzing situations and recommendation appropriate courses of action.

This is to certify that I have received the above job description on \_\_\_\_\_,  
and that I understand the assigned duties. Additional, evidence of meeting the  
minimum qualifications for this position have been provided to Community Council of  
Nashua, NH.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved: Mary Norton, President

\_\_\_\_\_  
Date

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# MICHAEL A. DIMARCO

100 W. Pearl St • Nashua, N.H. 03060 • (603) 889-6147  
dimarcom@gnmhc.org

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## CHIEF FINANCIAL OFFICER

Leader in financial management with 20 years of comprehensive experience managing full range of financial operations in health care and nonprofit.

Provides timely, accurate, useful information to financial and operations managers and C-level executives for use in decision making.

Constantly seeks out opportunities to improve processes, saving time and costs and eliminating waste and redundancy. Tries to understand people's jobs in order to provide procedures and information to increase efficiency.

Able to bridge organizational gaps between organizations and gain stakeholders' buy-in for changes. As team leader and manager, stays involved in day-to-day operations and aware of progress.

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## CORE COMPETENCIES

Cost Analysis ▪ Cost Control ▪ Financial Reporting ▪ Budgeting ▪ Accounting and Internal Controls ▪ SAP ERP & BEx  
Systems Implementation and Integration ▪ Hyperion Enterprise ▪ Microsoft Dynamics/Serenic NAV ▪ Jet Reports

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## PROFESSIONAL EXPERIENCE

GREATER NASHUA MENTAL HEALTH CENTER, Nashua, New Hampshire

2014-Current

*Nonprofit Mental Health Center Serving the City of Nashua and the surrounding communities*

### Finance Manager

- Work with the Executive Director toward planning and implementation of financial services, program, policies and procedures to accomplish the short and long-range objectives of the department.
- Maintain the proper functioning of accounts receivable, accounts payable, payroll, budgeting, and financial planning components of Administration.
- Work continually to maintain good working rapport between Administration and bank officials, CPA, third party administrators, and insurance carriers.
- Bring to the Executive Director and Board information necessary for the proper financial management of the organization.
- Coordinated with five affiliate controllers to ensure ongoing reporting requirements were met and that cash receipts, credits, and expenses were posted correctly. Addressed intercompany issues in timely manner.

PUBLIC HEALTH MANAGEMENT CORPORATION, Philadelphia, Pennsylvania

2010-2014

*Nonprofit public health institute that builds healthier communities through partnerships with government, foundations, businesses, and community-based organizations.*

### Corporate Controller

- Managed all aspects of general ledger and financial integrity of reporting for PHMC's more than 250 programs.
  - Supervised accounting staff of five whose processes included payroll processing, cash receipts posting, and major program billing and reporting functions.
  - Created bimonthly financial statements and reviewed them with CFO ahead of presentation to Board of Directors.
  - Collaborated with independent auditors to complete year-end audits and schedule. Consistently achieved clean audit reports.
  - Worked with managing director of finance and reimbursement controller to develop budgets and ongoing projections for existing and proposed programs.
  - Prepared specialized ad hoc reports for senior management, pulling and consolidating data from assorted databases into comprehensive, meaningful analysis.
  - Oversaw general ledger through two major systems implementations: HRIS (Ultipro) and financial accounting (Serenic Navigator).
  - Implemented process of uploading journal entries into legacy general ledger via Excel, significantly reducing amount of manual data entry required by antiquated processes, along with associated time and errors. Reduced six-hour process to 15 minutes.
  - Improved reconciliation process by automating it, eliminating need to re-key data and reducing time to prepare reconciliations. Changes enabled transition from annual to quarterly reconciliation schedule.
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# MICHAEL A. DIMARCO

Page 2

FRESENIUS MEDICAL CARE, Plymouth Meeting, Pennsylvania

1995-2010

## **Assistant Controller**

1999-2010

- Oversaw preparation and consolidation of monthly financial statements for 340 renal dialysis clinics.
- Supervised two regional accounting managers.
- Spearheaded consolidation of three regional offices into single office as part of business unit model.
  - Centralized payroll into Plymouth Meeting offices, hired and onboarded staff, and prepared to bring on additional dialysis clinics.
  - Enabled 40% savings in overhead costs, improved customer service, and decreased number of manual check requests by 85%.
- Coordinated consolidation of several supplier accounts, enabling ease of ordering for clinics and significant cost savings. Streamlined billing processes.
- Initiated use of single postage machine vendor and standardized postage equipment, yielding first-year savings of \$75,000.
- Represented North Business Unit in planning and executing several corporate design and rollout efforts.
  - Upgraded to SAP R/3 version 4.7 from old legacy system running on mainframe that was not Y2K compliant. Use of SAP ERP system made information available more quickly.
  - Coordinated business unit conversion to SAP in areas of accounts payable, purchasing, fixed assets, and general ledger.
  - Converted Hyperion to BEx and ADP HRizon to PeopleSoft Payroll.
- Improved and updated forms used by facilities for reporting; gathered requirements from business users and IT to streamline forms and eliminate redundant items. Launched use of e-mail rather than FAX to submit forms.
  - Streamlined data collection within general ledger, doubling number of clinics served without requiring increase in staffing.
- Collaborated with corporate systems to develop and implement accounts payable upload process that eliminated manual document creation and eliminated need for two FTEs in regional office. Trained other five business units to utilize same process.
- Transitioned responsibility for financial operations of clinics to nurse managers; trained these nurse managers to read financial results and understand how clinical decisions affected financials.
- Provided back end support to ensure up to 6,500 employees and all vendors were paid on time, enabling growth of company from 90 dialysis facilities to 340 during tenure.

## **Accounting Manager**

1996-1999

- Provided general accounting, accounts payable, and payroll services for regional office.

## **Operations Analyst**

1995-1996

- Prepared monthly and quarterly financial reports; coordinated annual budgeting process; and supervised Medicare cost reporting and inventory control.

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## **EDUCATION**

**M.B.A.**, Business Administration, concentration in E-commerce, West Chester University, West Chester, Pennsylvania

**B.S.**, Business Administration and Accounting, University of Rhode Island, Kingston, Rhode Island

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**Greater Nashua Mental Health Center at Community Council  
Job Description**

**Position:** Medical Director, Clinical Services  
**Department:** Clinical Services  
**Reports to:** Executive Director

Employee:

**Summary:**

To oversee clinical functioning of medical staff of GNMHC, and to recommend needed improvements to Executive Director.

As the senior medical officer, directly supervise medical staff; to serve as senior psychiatric consultant to professional staff of all clinical services of GNMHC.

Help develop and implement quality improvement plans. Ensure clinical pertinence and integrity of our records.

To evaluate and recommend need for addition or change in the number and quality of medical staff. Report to be made either orally or in writing to the Executive Director at least annually, prior to the submission of the annual budget.

To provide individual care for impaired group of clients and to demonstrate through his work excellence in client care.

To have access to Executive Director on as needed basis.

**Specific Responsibilities:**

**CLINICAL: 25 hours of direct service expected in this area per week.**

**Assessments:**

1. Provide Medical/Psychiatric assessments of clients when indicated.
2. Refer for and review results of additional assessments (physical, lab, etc.) as appropriate.
3. Formulate diagnosis. Review ongoing assessments to assure appropriateness of diagnosis and certification assessments.

**Treatment Planning:**

1. Based on the presenting problems, results of evaluations, and multi-disciplinary review, provide psychiatric input and review of Master Treatment Plan which identifies specific problems to be addressed, goals which relate to problems, clear and measurable objectives to be accomplished, and specific and time limited services to be provided.
2. Review and update the plan to assure that it represents current and appropriate planning and complies with agency guidelines.

**Treatment Services:**

1. Provide treatment/counseling to adults and families based on the established treatment plan using the approved modalities of the agency which the psychiatrist is qualified to provide.
2. Evaluate, prescribe and monitor a psychopharmacological treatment regimen in accordance with client needs and agency medication policies and procedures.
3. Provide and coordinate consultation and referrals for hospitalization.

**Case Coordination/Management:**

1. Serve as treatment team psychiatrist for assigned cases. Coordinate the treatment plan both with other GNMHC staff members and outside agencies, and communicate, collaborate, and consult with client, other staff and agencies.
2. Serve as the client's advocate for obtaining needed services both within the clinic and in the community.
3. Responsible to make sure the established treatment plan is carried out.
4. Assure that clients are treated in accordance with agency client rights, policies and procedures.

**Client Records:**

Maintain client records in keeping with Community Council standards (deficiencies reported more than two months of the year is considered unacceptable).

**ADMINISTRATIVE**

**Clinical Management:**

1. Assure quality and appropriateness of critical aspects of care through ongoing monitoring of the established indicators, and appropriate participation in development and implementation of corrective action as indicated .
2. Play a leading role in the development and review of Clinical and Medical Record Policies and Procedures, as well as Quality Improvement and Staff Development Planning and implementation.

**Procedural:**

Responsible for completing all other required administrative assignments, statistics, schedules, and supervision reports in accordance with policies and procedures governing supervision, data processing inputs, quality improvement, financial management, safety and building.

**Administrative/Organizational:**

1. Provide education and consultation to staff, other agencies, or community groups when requested by the Executive Director.
2. Direct and/or participate in agency meetings as assigned by the Executive Director/Chief Medical Officer.
3. Serve as psychiatrist in charge of building during assigned times.
4. Provide supervision to other staff and students within the agency, when assigned by the Executive Director.
5. Is familiar with the agency policies and procedures and has a knowledge of other services provided within the agency and community.
6. Participate in training/staff development activities consistent with in-service training schedules and staff development plans.
7. Any other duties and responsibilities consistent with the employees education, training, or experience deemed necessary to enhance the functioning of GNMCH, as assigned by the Executive Director.

**Qualification For Position:**

1. Doctor of Medicine (M.D.) degree from a medical school and complete residency in psychiatry;
2. License to practice medicine in the State of New Hampshire;



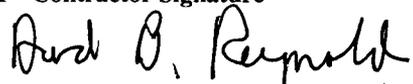
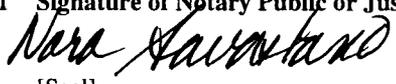
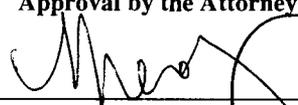
Subject: New Hampshire Ryan White CARE Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> The Patoral Counseling Services, U.C.C. Inc.		<b>1.4 Contractor Address</b> 2013 Elm Street Manchester, NH 03104	
<b>1.5 Contractor Phone Number</b> 603-627-2702	<b>1.6 Account Number</b> 05-95-90-902510-2229-530-500371	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$30,000
<b>1.9 Contracting Officer for State Agency</b> Brook Dupee, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4483	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> David Reynolds, D.Min, LPP	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6/16/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]		<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> NORA SAVASTANO, Notary Public My Commission Expires March 16, 2016	
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  <u>Mary Ayoub-Atump</u> On: <u>7/16/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: DBR  
Date: 6-15-15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## Exhibit A

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### Scope of Services

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

##### 1.1. Purpose:

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

#### 2. Provision of Services:

2.1. The Contractor shall act as a representative of the NH CARE Program to provide outpatient mental health and/or substance abuse counseling to uninsured and underinsured NH CARE Program clients.

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

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

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

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

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

#### 3. Licensing Requirements:

Mental health and substance abuse counseling providers performing services under this agreement must maintain a valid license by the New Hampshire Board of Mental Health Practice or the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals and be free from any mental or physical impairment or condition which would



## Exhibit A

preclude his/her ability to competently perform the essential functions or duties under this Agreement.

4. Mental health and substance abuse providers shall adhere to the NH CARE Program Standards of Care for Mental Health and Substance Abuse Services, and all applicable Programmatic, Fiscal and Universal Monitoring Standards, as documented by HRSA:

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

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

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

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

### 6. Entire Agreement:

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



## Exhibit B

### Method and Conditions Precedent to Payment

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

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



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

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



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

6-15-15  
Date

David B. Reynolds  
Name: David B. Reynolds  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

6-15-15  
Date

David B. Reynolds  
Name:  
Title: Executive Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6-15-15  
Date

David B. Reynolds  
Name:  
Title: Executive Director



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials DBR

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

6-15-15  
Date

David B. Reynolds  
Name:  
Title: Executive Director

Exhibit G

Contractor Initials DBR

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6-15-15  
Date

David B. Reynolds  
Name: Executive Director  
Title:



Exhibit I

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

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



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

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

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

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

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

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

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

Contractor Name:

6-15-15  
Date

David B. Reynolds  
Name:  
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 167384650
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:

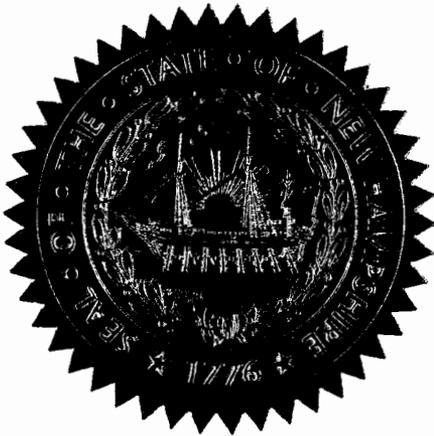
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

# 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 PASTORAL COUNSELING SERVICES, U.C.C., INC. is a New Hampshire nonprofit corporation formed November 19, 1982. 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 4<sup>th</sup> day of June A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

1. Paul Mertzic, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Pastoral Counseling Services.  
(Corporation Name)

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 9-15-14.  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of

Psychotherapy services.

**RESOLVED:** That the David B. Reynolds, Executive Director  
(Title of Contract Signatory)

is hereby 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 he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15 day of June, 2015.  
(Date Contract Signed)

4. David B. Reynolds is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

[Signature]  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2015.

By [Signature]  
(Name of Clerk of the Corporation)

Nora Savastano  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_  
NORA SAVASTANO, Notary Public  
My Commission Expires March 16, 2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/4/2015

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

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

<b>PRODUCER</b> USI INSURANCE SERVICES LLC 3 EXE. PARK DR STE 300 BEDFORD, NH 03110	<b>CONTACT NAME:</b> PHONE: (877) 463-2723 FAX: 866-826-2424 E-MAIL: Certificate@hanover.com ADDRESS:
<b>INSURED</b> PASTORAL COUNSELING SERVICES, UCC, INC. 2013 ELM STREET MANCHESTER, NH 03104	<b>INSURER'S AFFORDING COVERAGE</b> INSURER A: Massachusetts Bay Ins Co 22306 INSURER B: Citizens Ins Co of America 31534 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.

CLASS	TYPE OF INSURANCE	ADDITIONAL INFORMATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GROSS AGGREGATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> PRO-SPLIT <input checked="" type="checkbox"/> LOSS		ODV 2657166 07	02/26/2015	02/26/2016	EACH OCCURRENCE: \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$ 300,000 MED EXP (Any one person): \$ 10,000 PERSONAL & ADJ INJURY: \$ 2,000,000 GENERAL AGGREGATE: \$ 4,000,000 PRODUCTS - COMP/OP AGG: \$ 4,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> Hired Autos AGGREGATED AUTOS <input checked="" type="checkbox"/> Hired Covered Autos		ODV 2657166 07	02/26/2015	02/26/2016	COMBINED SINGLE LIMIT (Per accident): \$ 2,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per person): \$ \$
	<input type="checkbox"/> UMBRELLA LWB <input type="checkbox"/> EXCESS LWB CO-INSURE <input type="checkbox"/> CLAIMS-MADE RETENTION: \$					EACH OCCURRENCE: \$ AGGREGATE: \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> PROPRIETARY/ARTISAN/EXECUTIVE OFFICERS/EMERGENCY EMPLOYMENT (Mandatory in NH) <input type="checkbox"/> \$ max. 600,000/yr <input type="checkbox"/> \$ max. 100,000/acc	Y/E/R <input checked="" type="checkbox"/> N    N/A	WBV 2673436 07	02/26/2015	02/26/2016	<input checked="" type="checkbox"/> E.L. EACH ACCIDENT: \$ 500,000 <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE: \$ 500,000 <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT: \$ 500,000

DESCRIPTION OF OPERATIONS / LAND TRACTS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if extra space is required)

<b>CERTIFICATE HOLDER</b> Dept of Health and Human Services Contracts and Procurement Unit 129 Pleasant St Concord NH 03301	<b>CANCELLATION</b> 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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PASTORAL COUNSELING SERVICES, INC.

BY-LAWS

ARTICLE III

Purpose

Pastoral Counseling Services, Inc. (hereinafter the "Corporation") is an interfaith pastoral counseling ministry in the State of New Hampshire in covenant with area churches, faith groups, and community-based organizations for the purposes of:

1. Providing pastoral counseling and psychotherapy to individuals, couples and families as requested and/or indicated by professional assessment;
2. Encouraging research in the area of pastoral care and counseling and the area of pastoral ministry that is informative both to religious organizations and the pastoral counseling movement; and
3. Any and all other lawful purposes deemed by the Board to be consistent with these By-Laws and the Articles of Agreement.



# Pastoral Counseling Services, Inc.

**Counseling • Education • Consultation**

Manning House • 2013 Elm Street • Manchester, NH 03104-2528

Phone (603) 627-2702 • Fax (603) 627-3643 • Website [pcs-nh.org](http://pcs-nh.org)

Satellite Offices in Bedford, Nashua & Portsmouth

**David B. Reynolds, D.Min.**  
Licensed Pastoral Psychotherapist  
Executive Director

**Calvin R. Genzel, Ph.D.**  
Licensed Psychologist  
Director of Clinical Services

**Lee Dieter**  
Director of Administration/Finance

**Douglas B. Stephens, Ed D.**  
Licensed Clinical Social Worker  
Training Coordinator

**Mark A. Baddeley, M.A.**  
Licensed Clinical Mental Health Counselor

**Emily B. Geoghegan, Ph.D.**  
Licensed Psychologist

**Lois E. Goss, M.A., M.S.W.**  
Licensed Clinical Social Worker

**Cynthia Hogan, M.S.W.**  
Licensed Clinical Social Worker

**Lisa D Jobin, M.A.**  
Licensed Clinical Mental Health Counselor &  
National Certified Counselor

**Patricia A. Ketzler, M.Div.**  
Licensed Pastoral Psychotherapist

**Carol Knieriem, M.S.W.**  
Licensed Clinical Social Worker

**Mary E. Koon, R.N., M.ED.**  
Master Licensed Alcohol & Drug Counselor

**John J. O'Donnell, D.Min.**  
Licensed Pastoral Psychotherapist

**Carol A. Orze, M.S.**  
Licensed Clinical Mental Health Counselor

**Audrey A. Watjen, M.S.W.**  
Licensed Clinical Social Worker

**P. Mark Watts, D.Min.**  
Licensed Pastoral Psychotherapist

**Breanna Smith**  
Administrative Assistant

**Marcia Burns**  
Event Planner

## BOARD OF DIRECTORS

BOARD MEMBER	TITLE	TERM
Paul Mertzic	Chair	2017
David Kuhman	Treasurer	2016
Jean Dickson	Secretary	2016
Sr. Carol Descoteaux		2017
John Harding		2017
Rosamond Lockwood		2017
Keith Raho		2017
Marie Terhune		2016
William Windler		2016

Pastoral Counseling Services, Inc.  
2013 Elm St.  
Manchester, NH 03104

October 15, 2014

Hession & Pare, P.C.  
62 Stark Street  
Manchester, NH 03101

This representation letter is provided in connection with your audit of the financial statements of the Pastoral Counseling Services, Inc, which comprise the statements of financial position as of December 31, 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, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

We confirm, to the best of our knowledge and belief, as of October 15, 2014, the following representations made to you during your audit.

**Financial Statements**

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated November 26, 2013, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
- We acknowledge our responsibility for 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.
- We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.
- Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with U.S. GAAP.

- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole.
- The effects of all known actual or possible litigation, claims and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- Material concentrations have been appropriately disclosed in accordance with U.S. GAAP.
- Guarantees, whether written or oral, under which the organization is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.

**Information Provided**

- We have provided you with:
  - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters.
  - Additional information that you have requested from us for the purpose of the audit.
  - Unrestricted access to persons within the entity from whom you determined in necessary to obtain audit evidence.
  - Minutes of the meetings of the governing board or summaries of actions of recent meetings for which minutes have not yet been prepared.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the organization and involves:
  - Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.

October 15, 2014

- We have no knowledge of any allegations of fraud or suspected fraud affecting the organization's financial statements communicated by employees, former employees, grantors, regulators or others.
- We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
- We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- We have disclosed to you the identity of the organization's related parties and all the related party relationships and transactions of which we are aware.
- The organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- We are responsible for compliance with the laws, regulations and provisions of contracts and grant agreements applicable to us.
- Pastoral Counseling Services, Inc is an exempt organization under the State of New Hampshire. Any activities of which we are aware that would jeopardize the Organization's status have been disclosed to you.
- We acknowledge our responsibility for presenting the schedule of functional expenses in accordance with U.S. GAAP, and we believe the schedule of functional expenses, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the schedule of functional expenses have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

Signature: D. Donald B. Reynolds

Title: Executive Director  
Center Director

Signature: Jae Dietz

Title: Dir of Admin/Finance  
Director of Admin/Finance

PASTORAL COUNSELING SERVICES, INC.

STATEMENT OF FINANCIAL POSITION

As of December 31, 2013

ASSETS

Assets	
Cash and cash equivalents	\$ 84,764
Accounts receivable, net of allowance for doubtful accounts of \$14,895	37,532
Prepaid expenses	913
Property and equipment - net	<u>2,823</u>
Total assets	<u><u>\$ 126,032</u></u>

LIABILITIES AND NET ASSETS

Liabilities	
Note payable	\$ 62,062
Accounts payable and accrued expenses	23,411
Deferred revenue	<u>5,934</u>
Total liabilities	<u>91,407</u>
Net assets	
Unrestricted	30,572
Temporarily restricted	<u>4,053</u>
Total net assets	<u>34,625</u>
Total liabilities and net assets	<u><u>\$ 126,032</u></u>

See notes to financial statements.

PASTORAL COUNSELING SERVICES, INC.

STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Revenue			
Counseling revenue	\$ 679,866	\$ -	\$ 679,866
Grant income	-	9,500	9,500
Contributions	14,767	-	14,767
Community education	16,052	-	16,052
Special events	34,278	-	34,278
Miscellaneous income	1,870	-	1,870
Net assets released from restriction	<u>13,836</u>	<u>(13,836)</u>	<u>-</u>
Total revenue	<u>760,669</u>	<u>(4,336)</u>	<u>756,333</u>
Expenses			
Program services	<u>756,468</u>	<u>-</u>	<u>756,468</u>
Increase (decrease) in net assets from operations	4,201	(4,336)	(135)
Net assets, beginning of year	<u>26,371</u>	<u>8,389</u>	<u>34,760</u>
Net assets, end of year	<u>\$ 30,572</u>	<u>\$ 4,053</u>	<u>\$ 34,625</u>

**PASTORAL COUNSELING SERVICES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES**

**For the Year Ended December 31, 2013**

Salaries	\$ 597,988
Payroll taxes	<u>29,255</u>
Total salaries and related expenses	627,243
Contract services	23,040
Equipment rental and maintenance	15,759
Rent	15,129
Event expense	12,997
Insurance	11,286
Telephone	9,559
Miscellaneous expense	8,262
Utilities	5,707
Interest	4,754
Membership dues	4,677
Supplies	4,102
Janitorial	3,700
Printing and postage	2,578
Advertising	2,344
Travel and conferences	2,233
Software	1,278
Depreciation	1,112
Internet	<u>708</u>
Total expenses	<u><u>\$ 756,468</u></u>

PASTORAL COUNSELING SERVICES, INC.

STATEMENT OF CASH FLOWS

For the Year Ended December 31, 2013

Cash flows from operating activities	
Change in net assets	\$ (135)
Adjustments to reconcile change in net assets to cash provided by operating activities	
Depreciation	1,112
(Increase) in accounts receivable	(7,318)
Decrease in pledges receivable	100
Decrease in prepaid expenses	2,619
Increase in accounts payable and accrued expenses	22,803
(Decrease) in deferred revenue	<u>(720)</u>
Net cash provided by operating activities	<u>18,461</u>
Cash flows from financing activities	
Payments on note payable	<u>(16,707)</u>
Net increase in cash and cash equivalents	1,754
Cash and cash equivalents, beginning of year	<u>83,010</u>
Cash and cash equivalents, end of year	<u>\$ 84,764</u>
Supplemental cash flows information	
Interest paid in cash	<u>\$ 4,754</u>
Noncash investing activity	
Receipt of donated goods and services	<u>\$ 4,000</u>

See notes to financial statements.

## DAVID B. REYNOLDS, D.Min., LPP

Pastoral Counseling Services, Inc.  
2013 Elm Street, Manning House  
Manchester, NH 03104-2528  
(603) 627-2702, ext. 113  
E-mail: dbr@pcs-nh.org

## EMPLOYMENT

### PASTORAL COUNSELING SERVICES (PCS)

1988-Present

*As Executive Director, spearhead visioning, planning, development and implementation to bring services and programs to individuals, families, churches, denominations, schools, prisons and businesses. Maintain clear connection between programming and organizational mission of integrating psychological and spiritual dimensions. Provide integral leadership to PCS Management Team, with focus on operations, institutional growth, and program delivery. Develop and work closely with Board of Directors to achieve mission, respond to community needs, and ensure financial health. Build awareness of PCS by hiring and managing professionals in marketing, public relations and event planning. Promote and represent PCS by speaking at local congregations, hospitals, businesses, professional organizations and denominational gatherings. Expand PCS's range of services by increasing number and use of satellite offices. Envisioned and established new Clinical Training in Psychotherapy program, including recruiting and managing Training Director.*

Executive Director	2014 - Present
Center Director	2011 - 2014
Vice-President of Community Services	2003 - 2011
Director of Community Relations	1998 - 2002
Coordinator of Community Education	1990 - 1997
Clinical Supervisor, Training Program for Pastoral Counselors	1989 - 1994
Spiritual Direction Provider	2003 - Present
Staff Psychotherapist	1988 - Present

### MANCHESTER CHRISTIAN CHURCH (MCC)

1980-1988

*Provided new vision and energy to revitalize a struggling congregation that has since grown to be the largest church in New Hampshire. As founder and director of the fundraising group Operation New England, visited Midwestern churches to raise donations to cover a significant portion of MCC's operating expenses; successfully inspired ongoing contributions and regularly communicated with donors about progress, with the church becoming self-supporting in six years. As co-pastor of MCC, led process of discerning and articulating a clear mission statement. Developed programming to build community and empower staff and lay people for growth, leadership and outreach. Managed and mentored administrative staff as well as ministerial candidate interns seeking to grow in spiritual clarity and effectiveness.*

## EDUCATION

Doctor of Ministry in Pastoral Counseling, Boston University School of Theology, Boston, MA Thesis: "Guidelines for Interaction between a Parish Pastor and Pastoral Counseling Specialist"	1987
Master of Divinity, Lincoln Christian Seminary, Lincoln, IL Major: Pastoral Care and Counseling	1980
Bachelor of Arts, Kentucky Christian University, Grayson, KY	1976

Major: Bible and Christian Education

## CLINICAL TRAINING

Pastoral Counseling Services, Manchester, NH, Residency	1985-1988
Pastoral Counseling Services, Manchester, NH, Internship (PCS was part of the Andover Newton Theological School Pastoral Counseling Training Consortium)	1982-1985
Clinical Pastoral Education, Mennonite Hospital, Bloomington, IL	1980

## PROFESSIONAL TRAINING

Clergy and Congregational Care – Samaritan Institute, Denver, CO <i>Training for pastoral counseling center leaders about developing more effective and profitable consultation, education and clergy groups for churches and denominations. Meets semiannually over two years for three to four days of didactic sessions and evaluation of center programs. Underwritten by a Lily Foundation grant, with acceptance into the program based on leadership skills and center viability.</i>	2008-2014
Consultation Training and Workshop – Alban Institute and Samaritan Institute, Norcross, GA <i>Four-day training on techniques/approaches to be used with churches dealing with visioning, conflict and other challenging situations.</i>	2002
Marketing and Public Relations Workshops – American Association of Pastoral Counselors, national conventions <i>Numerous workshops and seminars on the media and developing marketing and public relations strategies to promote individual and group practices.</i>	1995-Present

## PROFESSIONAL AFFILIATIONS

### AMERICAN ASSOCIATION OF PASTORAL COUNSELORS (AAPC)

*As Northeast Chair and Vice-Chair, brought the Region to much-needed healing and a sense of new beginnings through a leadership approach grounded in needs assessment, problem solving, dedication and genuine caring. Developed and administered budgets, planned creative retreats and educational programs, and teamed with others to initiate a successful capital campaign. As chair of the national Professional Concerns Committee, worked within guidelines and budgets set by the AAPC Board of Directors and developed innovative ways of nurturing membership. As a member of the Examination Board, had oversight in developing a national standardized exam for pastoral counselors, which required extensive consultation with clinicians and academics. On the Marketing Committee, developed strategies to increase national awareness of the discipline of pastoral counseling.*

Chair, Northeast Region	2004-2007
Vice-Chair, Northeast Region	2001-2004
Member, National Marketing Committee	1998-2001
Chair, National Professional Concerns Committee	1994-1998
Member, National Pastoral Counseling Examination Board	1994-1995
Chair, Professional Concerns Committee, Northeast Region	1991-1994
Member/Fellow, AAPC	1985-Present

### OTHER ORGANIZATIONS

*Participation in the following groups related to pastoral counseling, psychotherapy and/or ministry ranges from evaluating candidates for ordination and suggesting protocol for quality assurance for new pastoral psychotherapists, to establishing collegial interfaith relationships within the local community, to serving as president of an annual denominational convention for 1,000 people from East Coast churches.*

Member, Commission on Ministry, Christian Church (Disciples of Christ), Northeast Region	2004-2011
--	-----------

Peer Group for Spiritual Directors, Concord, NH	2003-Present
Elliot Hospital, Clinical Pastoral Education Program, Professional Consultation Committee, Member	1990-1998
NH Pastoral Psychotherapist Association, Member	1989-Present
1995-1996, Member, Quality Assurance Committee	
Greater Manchester Clergy Association, Member	1982-Present
1986, President; 1985, Secretary	
Eastern Christian Convention denominational gathering, President	1984

## AWARDS

Distinguished Service Award, American Association of Pastoral Counselors, Northeast Region	1998
--	------

## CERTIFICATION AND LICENSE

Licensed Pastoral Psychotherapist #36, NH Board of Psychology and Mental Health Practice	1998-Present
Certified Pastoral Counselor #36, NH Board of Psychology	1989-98
Fellow, American Association of Pastoral Counselors	1988
Post-Graduate Consultation - Jack Danielian, Ph.D., Exeter, NH	1988-1990
Ordained Minister, Christian Church (Disciples of Christ)	1992-Present
Endorsed to Ministry of Pastoral Counseling	
Ordained to Ministry, the Independent Christian Churches	1980

## HOSPITAL AFFILIATION

Catholic Medical Center, Manchester, NH, Department of Psychiatry, Allied Health Professional	1989-2009
Elliot Hospital, Manchester, NH, Specified Professional Personnel	1989-2003

## COURSES AND WORKSHOPS PRESENTED

Basic Counseling Skills for Youth Counselors, Sununu Youth Services Center, Manchester, NH (20-hour customized training presented twice a year; funded by grant from State of NH)	2007-Present
Self Care for Service Directors, Moore Center, Manchester, NH	2002
Workshops on Parenting Teens, Conflict Resolution and Step-families; Bedford School System, Bedford, NH (presented at annual "Stand By Me" all-day program for parents and teens)	1993-Present
Caring for Persons with Alzheimer's and Their Families (presentations to clergy associations around the state, with a major workshop for clergy and church lay people in Concord, NH; funded by the State of NH, Department of Health and Human Services)	1990-1991
Seminar speaker/leader at churches, schools, and businesses on: Conflict Resolution in the Parish, Adolescent Suicide Prevention, Support for Spouse/Partners of Sexual-Abuse Survivors, Dealing with Crisis, Stress Management, Lay Ministry and Christian Caring, Marriage and Family Enrichment, Sexuality, Strategies for Step-Families, Effective Parenting	1985-Present
Frequent guest minister in churches in New Hampshire and Massachusetts, including serving as 2003 Sabbatical Interim Minister at Congregational Community Church, United Church of Christ, Greenland, NH	

## **PUBLICATIONS**

"A Model for the Spiritual Formation of a Pastoral Counseling Center," *American Journal of Pastoral Counseling*, vol. 8: 3, 4; co-written with the Rev. Dr. P. Mark Watts and published in 2006

"Pastoral Care Implications of Lectionary Scripture Lessons," *Lectionary Homiletics*; 12 articles published from 1998-2000

Book review of "*Living Stories*," *Journal of Pastoral Care*, 1998

## **PERSONAL**

Married to the Reverend Carol L. Meredith; two adult children

Member, Deerfield Community Church, United Church of Christ (frequent guest preacher; member of Christian Education Committee, 2000-2006)



**State of New Hampshire**  
**BOARD OF MENTAL HEALTH PRACTICE**

**DAVID B REYNOLDS, DMIN**

LICENSED  
PASTORAL PSYCHOTHERAPIST

LICENSE # 36 EXPIRES 06/30/2017

# CALVIN R. GENZEL

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## EMPLOYMENT

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DIRECTOR OF CLINICAL SERVICES <i>Pastoral Counseling Services, Inc.</i>	2011 TO PRESENT <i>Manchester, New Hampshire 03104-2528</i>
VICE-PRESIDENT OF CLINICAL SERVICES <i>Pastoral Counseling Services, Inc.</i>	2003 TO 2011 <i>Manchester, New Hampshire 03104-2528</i>
CLINICAL DIRECTOR <i>Pastoral Counseling Services, Inc.</i>	1999 - 2003 <i>Manchester, New Hampshire 03104-2528</i>
STAFF PSYCHOLOGIST <i>Pastoral Counseling Services, Inc.</i>	1996 TO PRESENT <i>Manchester, New Hampshire 03104-2528</i>
ADJUNCT CLERGY <i>Old South Church</i>	1992 TO PRESENT <i>Boston, Massachusetts</i>
POST-DOCTORAL FELLOW IN PASTORAL PSYCHOLOGY <i>Danielson Institute</i>	1995 - 1996 <i>Boston, Massachusetts</i>
TEACHING ASSISTANT IN PASTORAL PSYCHOLOGY <i>Boston University</i>	1991 <i>Boston, Massachusetts</i>
PASTORAL PSYCHOLOGY FELLOW <i>Danielson Institute</i>	1989 - 1991 <i>Boston, Massachusetts</i>
PASTORAL PSYCHOLOGY INTERN <i>Greater Lowell Pastoral Counseling Center</i>	1987 - 1989 <i>Lowell, Massachusetts</i>
PASTOR <i>Mohawk United Methodist Church</i>	1982 - 1985 <i>Mohawk, New York</i>

## EDUCATION

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PH.D. IN PASTORAL PSYCHOLOGY <i>Boston University</i>	1995 <i>Boston, Massachusetts</i>
MASTER OF DIVINITY <i>Methodist Theological School</i>	1992 - 1994 <i>Delaware, Ohio</i>
BACHELOR OF ARTS in English <i>St. Lawrence University</i>	1978 <i>Canton, New York</i>

## PROFESSIONAL MEMBERSHIPS

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Fellow, American Association of Pastoral Counselors

## REFERENCES

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Available upon request



STATE OF NEW HAMPSHIRE  
BOARD OF PSYCHOLOGISTS

Be it known that

CALVIN R GENZEL, PHD

has satisfactorily complied with and completed  
the statutory requirements set forth in RSA  
329-B of New Hampshire to practice as a

LICENSED PSYCHOLOGIST

License #813  
Expiration: 6/30/2017

  
\_\_\_\_\_  
Chairperson, Board of Psychologists

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

**Contractor Name:** The Pastoral Counseling Services, U.C.C., Inc.

**Name of Program:** NH Ryan White CARE Program Services

BUDGET PERIOD:		SFY 16	
NAME	JOB TITLE	SALARY	AMOUNT PAID FROM THIS CONTRACT
David B. Reynolds, D. Min., LPP	Executive Director	\$0	0.00%
Calvin Genzel, Ph.D., LP	Director of Clinical Services	\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>		<b>\$0</b>	<b>0.00%</b>
			<b>\$0.00</b>

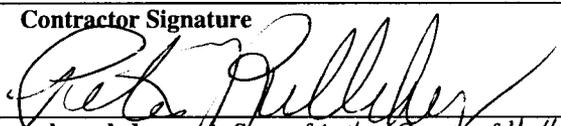
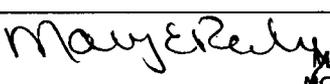
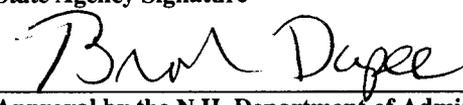
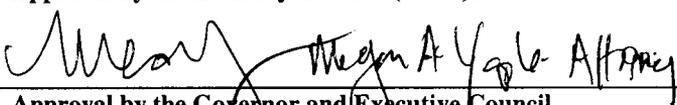
Subject: New Hampshire Ryan White CARE Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Greater Nashua Council on Alcoholism dba Keystone Hall		<b>1.4 Contractor Address</b> 45 High Street Nashua, NH 03060	
<b>1.5 Contractor Phone Number</b> 603-881-4848	<b>1.6 Account Number</b> 05-95-90-902510-2229-530-500371	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> <del>\$60,000</del> \$30,000
<b>1.9 Contracting Officer for State Agency</b> Brook Dupee, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4483	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Peter Kelleher, President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/25/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]		 MARY E. RUBY NOTARY PUBLIC STATE OF NEW HAMPSHIRE My commission expires June 18, 2017	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Attorney <u>7/16/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials:   
Date: 3/25/15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

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

##### 1.1. Purpose:

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

#### 2. Provision of Services:

2.1. The Contractor shall act as a representative of the NH CARE Program to provide outpatient mental health and/or substance abuse counseling to uninsured and underinsured NH CARE Program clients.

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

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

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

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

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

#### 3. Licensing Requirements:

Mental health and substance abuse counseling providers performing services under this agreement must maintain a valid license by the New Hampshire Board of Mental Health Practice or the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals and be free from any mental or physical impairment or condition which would



## Exhibit A

preclude his/her ability to competently perform the essential functions or duties under this Agreement.

4. Mental health and substance abuse providers shall adhere to the NH CARE Program Standards of Care for Mental Health and Substance Abuse Services, and all applicable Programmatic, Fiscal and Universal Monitoring Standards, as documented by HRSA:

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

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

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

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

### 6. Entire Agreement:

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



## Exhibit B

### Method and Conditions Precedent to Payment

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

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

*JW*

*3/25/15*



### SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

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



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

*[Handwritten Signature]*  
Date 3/25/15



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

*[Handwritten Signature]*  
3/25/15



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

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

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

  - 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and umbrella liability coverage in the amount of \$5,000,000 per occurrence, and

3/25/15



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

*MW*  
Date *3/25/15*



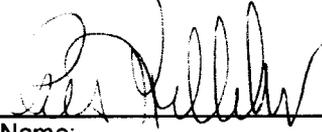
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

3/25/15  
Date

Contractor Name:

  
Name:  
Title:



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

3/25/15  
Date

Contractor Name:

[Signature]  
Name:  
Title:



**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

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3/25/15



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3/25/15  
Date

Contractor Name:

[Signature]  
Name:  
Title:



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

3/25/15  
Date

Contractor Name:

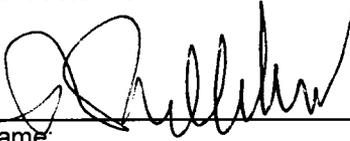
  
\_\_\_\_\_  
Name:  
Title:

Exhibit G

Contractor Initials



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

Date 3/25/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

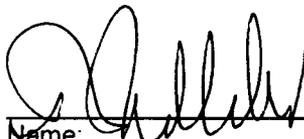
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Contractor Name:

3/25/15  
Date

  
Name: \_\_\_\_\_  
Title:

Contractor Initials   *JS*    
Date 3/25/15



Exhibit I

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

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

MJ

3/25/15



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

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

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

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

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

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

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

3/25/15  
Date

Contractor Name:

  
Name:  
Title:



**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: 60-201-8709
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:

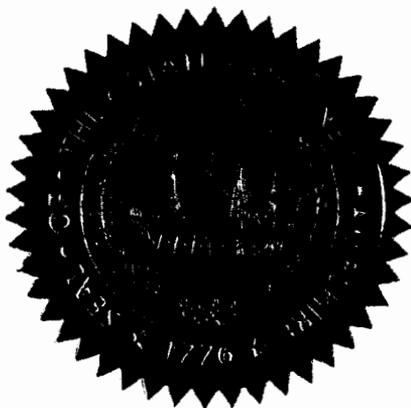
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 Keystone Hall is a New Hampshire trade name registered on May 13, 2015 and that GREATER NASHUA COUNCIL ON ALCOHOLISM 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 13<sup>th</sup> day of May, A.D. 2015

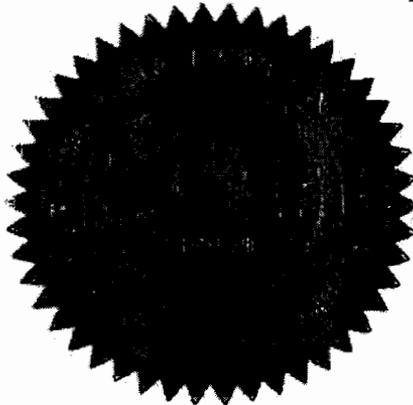
A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire nonprofit corporation formed December 16, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10<sup>th</sup> day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William Gardner", is written above the printed name.

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Laurie Goguen, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 3/25/15:  
(Date)

**RESOLVED:** That the President + CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25<sup>th</sup> day of March, 2015.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President + CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurie Goguen  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2015,

By Laurie Goguen, Secretary  
(Name of Elected Officer of the Agency)

Wendy Nichols  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/4/19





AGENCY CUSTOMER ID: HARHO

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

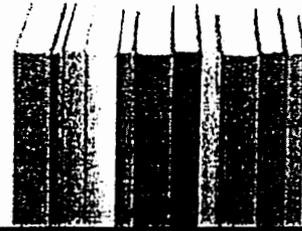
**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280  
 Welcoming Light, Inc. -FID# 020481648  
 HH Ownership, Inc.  
 Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

# Web-Library

*An Internal Employee Resource Center*



Home

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Greater Nashua Council on Alcoholism, Inc. (Keystone Hall)

## **Mission Statement**

**To empower the chemically dependent person to  
Take responsibility toward recovery through  
Professional counseling in a caring environment**

## **Overview**

- **Greater Nashua area's only non-medical substance abuse detoxification/assessment center**
- **Uniquely geared to address needs for the homeless, uninsured and underinsured population**
- **Established in 1990 to serve both male and female clients**

[Back to Mission Statement and Overviews](#)

**GREATER NASHUA  
COUNCIL ON ALCOHOLISM**

**Financial Statements**

**For the Year Ended June 30, 2014**

**(With Independent Auditors' Report Thereon)**

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Greater Nashua Council on Alcoholism

**Additional Offices:**

Andover, MA  
Greenfield, MA  
Manchester, NH  
Ellsworth, ME

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditor's Responsibility**

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit

procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism, Inc. as of June 30, 2014, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Greater Nashua Council on Alcoholism, Inc.'s fiscal year June 30, 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 9, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### *Other Information*

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

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated January 15, 2015 on our consideration of the Greater Nashua Council on Alcoholism's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

*Melanson Heath*

January 15, 2015

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2014

(With Comparative Totals as of June 30, 2013)

ASSETS

	<u>2014</u>	<u>2013</u>
Current Assets:		
Cash and cash equivalents	\$ 71,776	\$ 88,609
Accounts receivable, net of allowance	222,351	207,453
Other current assets	6,613	6,362
Total Current Assets	<u>300,740</u>	<u>302,424</u>
Property and equipment, net of accumulated depreciation	6,013,809	6,206,150
Restricted cash	<u>25,228</u>	<u>25,220</u>
 Total Assets	 <u>\$ 6,339,777</u>	 <u>\$ 6,533,794</u>

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable	\$ 108,397	\$ 21,759
Accrued expenses and other liabilities	117,372	105,592
Current portion of mortgages payable	150,022	147,060
Total Current Liabilities	<u>375,791</u>	<u>274,411</u>
Long Term Liabilities:		
Due to related organizations	177,744	132,707
Mortgages payable, long-term	3,721,966	3,872,111
Mortgages payable, deferred	1,885,000	1,885,000
Total Long Term Liabilities	<u>5,784,710</u>	<u>5,889,818</u>
 Total Liabilities	 6,160,501	 6,164,229
Unrestricted Net Assets	<u>179,276</u>	<u>369,565</u>
 Total Liabilities and Net Assets	 <u>\$ 6,339,777</u>	 <u>\$ 6,533,794</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Activities

For the Year Ended June 30, 2014

(With Comparative Totals for the Year Ended June 30, 2013)

	<u>2014</u>	<u>2013</u>
<b>Support and Revenue:</b>		
<b>Support:</b>		
State of New Hampshire	\$ 1,462,099	\$ 1,448,696
Federal grants	84,602	352,072
Donations	13,040	25,985
Other grants	6,136	4,000
<b>Revenue:</b>		
Medicaid	573,892	602,423
Third party insurance	42,767	-
Other income	28,026	4,978
Contracted services	21,110	21,400
Client billings, net of allowances and write-offs	(14,204)	70,904
Medicare	3,252	-
Interest income	41	36
	<u>2,220,761</u>	<u>2,530,494</u>
<b>Total Support and Revenue</b>		
	2,220,761	2,530,494
<b>Expenses:</b>		
Program services	2,152,850	2,376,614
General and administrative	225,721	156,453
Fundraising	32,479	38,736
	<u>2,411,050</u>	<u>2,571,803</u>
<b>Total Expenses</b>		
	2,411,050	2,571,803
<b>Change in Net Assets</b>	(190,289)	(41,309)
<b>Unrestricted Net Assets, Beginning of Year</b>	<u>369,565</u>	<u>410,874</u>
<b>Unrestricted Net Assets, End of Year</b>	<u>\$ 179,276</u>	<u>\$ 369,565</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Functional Expenses

For the Year Ended June 30, 2014

(With Comparative Totals for the Year Ended June 30, 2013)

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>2014 Total</u>	<u>2013 Total</u>
Advertising	\$ 2,575	\$ 108	\$ 74	\$ 2,757	\$ 3,162
Accounting fees	-	7,075	-	7,075	9,675
Client services	63,568	239	-	63,807	100,089
Client transportation	13,628	-	-	13,628	10,935
Conferences and conventions	455	789	-	1,244	1,100
Contract services	7,799	17,606	-	25,405	167,639
Depreciation	191,406	4,685	-	196,091	199,349
Employee benefits	179,637	43,685	1,836	225,158	212,691
Food	92,960	-	-	92,960	92,991
Garbage and trash removal	2,558	68	-	2,626	2,118
Information technology	668	362	-	1,030	527
Insurance	12,430	947	-	13,377	15,922
Journals and publications	527	12	-	539	-
Membership dues	2,513	592	-	3,105	707
Miscellaneous	5,350	1,652	319	7,321	17,494
Mortgage interest	241,238	13,438	-	254,676	258,000
Office supplies	5,395	363	-	5,758	11,714
Operating and maintenance	53,428	1,627	-	55,055	70,496
Operational supplies	24,690	170	-	24,860	30,814
Payroll taxes	100,169	10,922	2,328	113,419	116,503
Postage	1,727	275	-	2,002	3,061
Professional fees	7,100	3,933	3,150	14,183	3,164
Salaries and wages	1,029,405	114,268	24,772	1,168,445	1,121,274
Snow removal	8,677	210	-	8,887	5,181
Staff development	3,728	29	-	3,757	7,713
Staff expenses	672	508	-	1,180	583
Staff travel	6,065	126	-	6,191	10,532
Telephone	3,107	72	-	3,179	5,420
Utilities	73,132	1,781	-	74,913	72,065
Vehicle expenses	18,243	179	-	18,422	20,884
<b>Total functional expenses</b>	<b>\$ 2,152,850</b>	<b>\$ 225,721</b>	<b>\$ 32,479</b>	<b>\$ 2,411,050</b>	<b>\$ 2,571,803</b>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Cash Flows

For the Year Ended June 30, 2014

(With Comparative Totals as of June 30, 2013)

<b>Cash Flows From Operating Activities:</b>	<u>2014</u>	<u>2013</u>
Change in net assets	\$ (190,289)	\$ (41,309)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	196,091	199,349
(Increase) Decrease in:		
Accounts receivable	(14,898)	272,091
Promises to give	-	25,000
Other current assets	(250)	(6,362)
Increase (Decrease) in:		
Accounts payable	86,639	(29,716)
Accrued expenses and other liabilities	11,780	(17,418)
	<u>89,073</u>	<u>401,635</u>
<b>Net Cash Provided By Operating Activities</b>		
<b>Cash Flow From Investing Activities:</b>		
Purchase of fixed assets	(3,750)	(20,629)
Change in reserve for replacements	(8)	(12)
	<u>(3,758)</u>	<u>(20,641)</u>
<b>Net Cash Used By Investing Activities</b>		
<b>Cash Flows From Financing Activities:</b>		
Change in due to related organizations	45,035	(191,294)
Principal payments on long term debt	(147,183)	(142,360)
	<u>(102,148)</u>	<u>(333,654)</u>
<b>Net Cash Used By Financing Activities</b>		
<b>Net Increase (Decrease)</b>	<b>(16,833)</b>	<b>47,340</b>
<b>Cash and Cash Equivalents, Beginning of Year</b>	<u>88,609</u>	<u>41,269</u>
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 71,776</u>	<u>\$ 88,609</u>
<b>Supplemental disclosures of cash flow information:</b>		
Interest paid	<u>\$ 255,421</u>	<u>\$ 252,071</u>

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

## GREATER NASHUA COUNCIL ON ALCOHOLISM

### Notes to the Financial Statements

**1. Organization:**

Greater Nashua Council on Alcoholism (the Organization) is a nonprofit organization providing recovery support services which are evidence-based, gender-specific, and culturally competent. The programs include residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children and offender re-entry services initiative.

**2. Summary of Significant Accounting Policies:**

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

**Accounting for Contributions and Financial Statement Presentation**

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

**Basis of Accounting**

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

### **Restricted and Unrestricted Revenue**

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

### **Cash and Cash Equivalents**

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

### **Allowance for Doubtful Accounts**

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2014, management has taken into account a variety of factors.

### **Property, Equipment and Depreciation**

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

### **Functional Expenses**

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying Statement of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

### Use of Estimates

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

### Tax Status

Greater Nashua Council on Alcoholism is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2014, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

### Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

### **3. Concentration of Credit Risk - Cash and Cash Equivalents:**

The carrying amount of the Organization's deposits with financial institutions was \$97,004 and \$113,829 at June 30, 2014 and 2013, respectively. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank. The bank balance is categorized as follows:

	<u>2014</u>	<u>2013</u>
Insured by FDIC	\$ <u>115,750</u>	\$ <u>153,103</u>
Total Bank Balance	\$ <u>115,750</u>	\$ <u>153,103</u>

### **4. Accounts Receivable, Net:**

Accounts receivable at June 30, 2014 and 2013 consist mainly of amounts due from clients for services and miscellaneous charges.

### **5. Property, Equipment and Depreciation:**

A summary of the major components of property and equipment is presented below:

	<u>2014</u>	<u>2013</u>
Land	\$ 742,500	\$ 742,500
Land improvements	1,743	1,743
Building	5,646,560	5,646,560
Building improvements	22,637	18,887
Furniture and fixtures	34,511	34,511
Equipment	11,276	11,276
Vehicles	<u>22,297</u>	<u>22,297</u>
Subtotal	6,481,524	6,477,774
Less: accumulated depreciation	<u>(467,715)</u>	<u>(271,624)</u>
Total	\$ <u>6,013,809</u>	\$ <u>6,206,150</u>

Depreciation expense for the years ended June 30, 2014 and 2013 totaled \$196,091 and \$199,349, respectively.

The estimated useful lives of the depreciable assets are as follows:

<u>Assets</u>	<u>Years</u>
Building and improvements	30
Land improvements	15
Furniture and fixtures	5 - 7
Equipment	5
Vehicles	5

**6. Reserve for Replacements:**

Reserve for replacements consist of funds required by the New Hampshire Housing Finance Authority and is used for the replacement of property with prior approval.

**7. Accrued Expenses and Other Liabilities:**

Accrued expenses and other liabilities consist of the following:

	<u>2014</u>	<u>2013</u>
Accrued payroll and related liabilities	\$ 105,848	\$ 94,111
Accrued interest	11,346	10,601
HAS liability	148	-
Other accruals	30	880
Total	<u>\$ 117,372</u>	<u>\$ 105,592</u>

**8. Due to Related Organizations:**

Due to related organizations represents long-term liabilities due to related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2014 are as follows:

	<u>2014</u>	<u>2013</u>
Current:		
Harbor Homes, Inc.	\$ 55,249	\$ 35,584
Healthy at Home, Inc.	95,440	94,930
Southern New Hampshire HIV/AIDS Task Force	<u>27,055</u>	<u>2,193</u>
Total	<u>\$ 177,744</u>	<u>\$ 132,707</u>

**9. Mortgages Payable:**

Long-term debt as of June 30, 2014 consisted of the following:

A mortgage payable to a local bank, due in monthly installments of \$10,133, including principal and interest at 5.00% for the first three years, adjusting on each three year anniversary date based on the prevailing three year Federal Home Loan Bank Amortizing Advance Rate plus three and one-quarter percent, maturing in 2042, secured by real property.	\$ 1,821,818
A mortgage payable to New Hampshire Community Loan Fund, Inc., due in monthly installments of \$13,850, including principal and interest at 8.00%, maturing in 2032, secured by real property, guaranteed by a related organization.	1,850,170
A mortgage payable to NCB Capital Impact, due in 60 monthly consecutive installments of accrued and unpaid interest at 5.25%, requiring a principal reduction of \$100,000 per annum, maturing in 2015, secured by real property, guaranteed by a related organization.	<u>200,000</u>
Total	3,871,988
Less amount due within one year	<u>(150,022)</u>
Long term debt, net of current portion	<u>\$ 3,721,966</u>

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2015	\$ 150,022
2016	153,162
2017	56,553
2018	60,151
2019	63,992
Thereafter	<u>3,388,108</u>
Total	<u>\$ 3,871,988</u>

**10. Mortgages Payable, Deferred:**

The Organization has received special financing to partially fund a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. The balance of these notes at June 30, 2014 and 2013 was \$1,885,000.

**11. Transactions with Related Parties:**

The Organization offers counseling services to the clients of related organizations. These services are provided whenever requested.

The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a related organization. The Organization also receives payroll services from the related organization.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

**12. Net Assets Released from Restriction:**

There were no restricted net assets during the year ended June 30, 2014, and as a result, no net assets were released from restrictions.

**13. Retirement Plan:**

After one year of continuous service with the Organization, employees may contribute a portion of their wages to a Section 403(b) retirement plan. The

Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the years ended June 30, 2014 and 2013 were \$26,267 and \$20,927, respectively.

**14. Operating Leases:**

The Organization leases office equipment under non-cancellable lease agreements that are scheduled to expire at various times through 2015. Equipment rental expense totaled \$9,500 for the year ended June 30, 2014. Estimated future minimum lease payments on these leases are as follows:

<u>Year</u>	<u>Amount</u>
2015	\$ 10,409
2016	<u>224</u>
Total	<u>\$ 10,633</u>

**15. Concentration of Risk:**

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2014, the State of New Hampshire accounted for 65% and Medicaid accounted for 26% of total revenues.

**16. Fair Value Measurements:**

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of

price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Mortgages payable	\$ 3,871,988	\$ 3,871,988	\$ -	\$ 3,871,988	\$ -
Mortgages payable, deferred	1,885,000	1,885,000	-	1,885,000	-
Due to related organizations	<u>177,744</u>	<u>177,744</u>	<u>-</u>	<u>-</u>	<u>177,744</u>
<b>Total liabilities</b>	<b>\$ <u>5,934,732</u></b>	<b>\$ <u>5,934,732</u></b>	<b>\$ <u>-</u></b>	<b>\$ <u>5,756,988</u></b>	<b>\$ <u>177,744</u></b>

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

Fair Value Measurements  
Using Significant Unobservable Inputs  
Level Three

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	Due to
Beginning balance June 30, 2013	\$ 132,707
Advances	114,210
Reductions	<u>(69,173)</u>
Ending balance June 30, 2014	<u>\$ 177,744</u>

**17. Subsequent Events:**

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2014 through January 15, 2015, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

On August 20, 2014, the Organization entered into a revolving line of credit agreement with the bank. Under this agreement \$250,000 is available to the Organization to provide for working capital requirements through September 30, 2016. Monthly interest only payments are required at a variable rate, adjusting daily at the Wall Street Journal Prime Rate plus 1.0%. Harbor Homes, Inc., a related party (see note 11), shall provide an unlimited and unconditional guaranty of payment.

Management has determined that there were no material events other than those noted above, that would require disclosure in the Organization's financial statements through this date.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2014

	28 Day Residential CHAMBERT	90 Day Residential CHAMBERT	Access To Recovery	After Care Driver Intervention	Cynthia Day Family Center CHAMBERT	DOJ	HUD Transitional Living	Intensive Outpatient	Outpatient	Project Recovering Lives	Other	Total
Advertising	\$ 386	\$ 709	\$ 14	\$ 14	\$ 1,286	\$ 25	\$ 89	\$ 34	\$ 34	\$ 32	\$ 1	\$ 2,575
Client services	1,705	2,707	851	51	55,442	89	1,573	235	-	115	-	63,568
Client transportation	65	876	8,400	-	2,908	-	3,429	930	2	-	-	13,628
Conferences and conventions	87	120	2	2	225	4	20	5	5	5	-	455
Contract services	1,089	1,995	40	40	4,116	70	165	97	87	90	-	7,788
Depreciation	34,455	14,121	1,273	1,273	97,719	2,432	34,870	2,548	1,444	1,273	-	191,408
Employee benefits	28,729	38,183	771	202	59,398	2,974	8,991	13,170	18,052	7,652	1,535	179,637
Food	10,783	14,405	4	4	46,442	8	21,302	11	11	10	-	92,960
Garbage and trash removal	394	703	14	14	1,260	25	59	34	34	32	-	2,658
Information technology	100	184	4	4	329	6	15	9	9	8	-	868
Insurance	1,865	3,416	69	69	6,124	120	283	185	166	154	-	12,430
Journals and publications	76	134	3	3	273	5	14	7	7	6	-	527
Membership dues	343	619	12	12	1,143	21	83	29	224	27	-	2,513
Miscellaneous	782	1,234	17	17	2,546	29	805	41	41	38	-	6,380
Mortgage interest	36,196	89,313	1,334	1,334	118,840	2,322	5,485	3,212	3,212	2,890	-	241,238
Office supplies	641	1,139	21	21	2,342	47	262	158	705	58	-	5,395
Operating and maintenance	7,678	13,723	289	259	26,713	451	2,494	647	623	580	-	53,428
Operational supplies	3,051	4,528	34	34	12,344	59	4,400	82	82	78	-	24,690
Payroll taxes	15,383	20,712	490	103	36,815	1,149	4,019	5,490	8,263	7,092	983	100,169
Postage	258	472	10	10	847	17	38	23	23	21	8	1,727
Professional fees	752	2,064	28	28	2,488	1,448	114	67	67	52	-	7,100
Salaries and wages	158,328	190,064	5,822	444	385,152	13,522	46,088	87,284	102,369	82,808	7,622	1,029,405
Snow removal	1,302	2,383	48	48	4,275	84	197	116	116	108	-	8,577
Staff development	413	808	7	7	1,775	12	415	134	344	15	-	3,728
Staff expenses	100	178	4	4	331	6	22	9	8	8	-	672
Staff travel	726	1,241	21	21	2,211	1,360	347	51	51	47	-	6,065
Telephone	446	816	18	16	1,461	67	87	40	40	37	-	3,107
Utilities	11,058	20,266	408	408	35,745	709	1,875	981	881	813	-	73,132
Vehicle expenses	1,798	2,588	41	41	12,840	71	475	88	88	92	-	18,243
<b>Total program services expenses</b>	<b>\$ 319,136</b>	<b>\$ 406,470</b>	<b>\$ 16,517</b>	<b>\$ 4,483</b>	<b>\$ 894,451</b>	<b>\$ 27,225</b>	<b>\$ 137,585</b>	<b>\$ 95,725</b>	<b>\$ 137,103</b>	<b>\$ 104,347</b>	<b>\$ 9,828</b>	<b>\$ 2,152,950</b>

See Independent Auditors' Report.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2013

	28 Day Residential CMH/IRI	90 Day Residential CMH/IRI	Access To Recovery	Cynthia Day Family Center CMH/IRI	DOJ	Transitional Living HUD	Intensive Outpatient	Outpatient	Project Recovering Lives	Other	Total
Advertising	\$ 386	\$ 262	\$ 20	\$ 895	\$ 30	\$ 239	\$ 538	\$ 42	\$ 506	\$ 20	\$ 2,939
Accounting fees	965	557	54	1,549	72	445	189	217	102	56	4,226
Client services	5,367	8,445	4,434	73,758	292	2,155	1,847	1,348	1,320	461	98,428
Client transportation	109	465	4,200	2,405	-	2,628	710	420	-	-	10,835
Conferences and conventions	-	660	-	-	116	40	-	-	-	-	816
Contract services	7,457	1,607	263	3,018	131,447	565	4,189	2,854	22	271	151,823
Depreciation	33,861	22,170	1,260	86,629	2,374	31,660	2,543	1,543	1,372	1,251	194,463
Employee benefits	44,414	28,011	1,555	63,783	19,087	8,711	10,918	17,270	8,651	675	201,065
Food	8,547	25,828	87	51,308	188	6,364	173	96	87	87	92,965
Garbage and trash removal	310	568	11	1,019	20	47	28	28	28	11	2,068
Insurance	2,353	1,891	67	7,725	150	357	71	209	206	2,494	15,543
Membership dues	-	1,172	-	-	-	-	178	-	-	-	178
Miscellaneous	1,172	425	31	1,650	211	49	2,278	2,322	2,279	32	10,360
Mortgage interest	36,428	66,741	1,343	119,807	2,338	5,520	3,233	3,233	3,008	1,343	242,785
Office supplies	1,850	659	88	2,757	404	820	1,766	1,113	17	91	8,395
Operating and maintenance	4,521	18,332	480	33,512	784	3,011	3,687	2,643	1,317	483	68,780
Operational supplies	6,178	6,477	205	11,767	254	3,475	414	1,543	55	211	30,579
Payroll taxes	22,727	18,051	444	33,519	9,434	2,366	4,161	6,911	7,181	432	105,258
Postage	527	252	35	668	42	168	77	95	7	36	1,903
Professional fees	-	171,721	4,275	322,802	2,814	-	50	-	-	-	2,864
Salaries and wages	759	1,392	28	2,482	90,788	23,043	40,046	66,511	86,109	4,154	1,011,157
Snow removal	1,879	1,118	148	1,325	48	115	67	67	83	28	5,058
Staff development	308	1	-	-	1,026	270	383	1,401	-	153	7,713
Staff expenses	556	378	81	878	5,765	128	213	157	90	328	8,572
Staff travel	983	542	70	999	646	156	448	470	11	72	4,387
Telephone	11,066	18,591	439	34,234	732	2,135	1,019	1,059	831	441	70,578
Utilities	3,872	3,741	47	12,144	96	883	91	130	17	48	20,829
<b>Total program services expenses</b>	<b>\$ 414,782</b>	<b>\$ 388,685</b>	<b>\$ 19,695</b>	<b>\$ 880,350</b>	<b>\$ 288,097</b>	<b>\$ 93,216</b>	<b>\$ 79,346</b>	<b>\$ 111,784</b>	<b>\$ 96,278</b>	<b>\$ 13,178</b>	<b>\$ 2,378,814</b>

See Independent Auditors' Report.



**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc. Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Anonovich - [REDACTED]  
[REDACTED]  
(2nd term +)

**Treasurer**  
- (Chair, Finance Committee)  
- (Facilities Committee)  
- (Executive Committee)

Joel Jaffe - [REDACTED]  
[REDACTED]  
(1st term)

**Asst. Secretary**  
- (Chair, Executive Committee)

Vincent Chamberlain - (6/15)  
[REDACTED]  
(1st term)

**Chair of the Board**

Lynn King - [REDACTED]  
[REDACTED]  
(1st term)

**Vice Chair**  
- (Chair, RDP Committee)

Laurie Des Rochers - (6/15)  
[REDACTED]  
(1st term)

- (Facilities Committee)

Melissa Knight - [REDACTED]  
[REDACTED]  
(1st term)

- (HCC Oversight Committee)

Phil Duhaime - [REDACTED]  
[REDACTED]  
(1st term)

- (Governance Committee)  
- (Executive Committee)

Naomi Moody - [REDACTED]  
[REDACTED]  
(1st term)

(no committee assignment)

Laurie Goquen - [REDACTED]  
[REDACTED]  
(2nd term)

**Secretary**  
- (Chair, Governance Committee)  
- (HCC Oversight Committee)  
- (Executive Committee)

Rick Plante - [REDACTED]  
[REDACTED]  
(1st term)

- (Chair, Facilities Committee)  
- (RDP Committee)

Nathan Goodwin - [REDACTED]  
[REDACTED]  
(1st term)

- (Governance Committee)  
- (RDP Committee)

Phil Richard - [REDACTED]  
[REDACTED]  
(1st term)

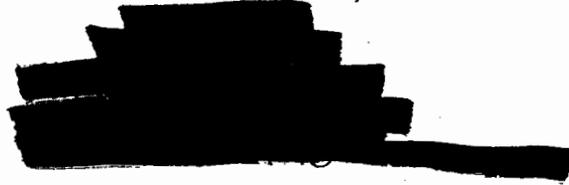
- (Facilities Committee)  
- (Governance Committee)

Alphonse Haettenschwiler - (6/15) - (Finance Committee)  
[REDACTED] (Chair, HCC Oversight Committee)  
[REDACTED]  
(2nd term)

Dan Sallet - [REDACTED]  
[REDACTED]  
(2nd term)

- (Finance Committee)

PETER J. KELLEHER, CCSW, LICSW



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**PROFESSIONAL EXPERIENCE**

- 2006-Present **President & CEO, Southern NH HIV Task Force**
- 2002-Present **President & CEO, GNCA, Inc. Nashua, NH**
- 1997-Present **President & CEO, Healthy At Home, Inc., Nashua, NH**
- 1995-Present **President & CEO, Milford Regional Counseling Services, Inc., Milford, NH**
- 1995-Present **President & CEO, Welcoming Light, Inc., Nashua, NH**
- 1982-Present **President & CEO, Harbor Homes, Inc., Nashua, NH**  
Currently employed as chief executive officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a \$10,000,000 operating budget; proposal development resulting in more than \$3,000,000 in grants annually; oversight of 330 management and direct care professionals.
- 2003-2006 **Consultant**  
Providing consultation and technical assistance throughout the State to aid service and mental health organizations
- 1980 - 1982 **Real Estate Broker, LeVaux Realty, Cambridge, MA**  
Successful sales and property management specialist.
- 1979 - 1980 **Clinical Coordinator, Task Oriented Communities, Waltham, MA**  
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/ mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979 **Faculty, Middlesex Community College, Bedford, MA**  
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979 **Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA**  
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976 **Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA**  
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976 **Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA**  
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

**EDUCATIONAL EXPERIENCE**

- 1975 - 1977 Simmons College School of Social Work, Boston, MA  
Cambridge-Somerville Community Mental Health Program, MSW
- 1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

**LICENSES AND CERTIFICATIONS**

- 1979 Licensed Real Estate Broker – Massachusetts
- 1989 Academy of Certified Social Workers – NASW
- 1990 Licensed Independent Clinical Social Worker - Massachusetts
- 1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

**PLACEMENTS**

- 1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA  
Individual, group, and family counseling to hospitalized patients.
- 1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA  
Similar to above.

**FIELD SUPERVISION**

- 1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
- 1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
- 1990 - 1991 Rivier College, Department of Psychology, Nashua, NH
- 1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

**AWARDS**

- Valedictorian Award received at high school graduation;
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007

**MEMBERSHIPS**

Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy  
Former Chair, Greater Nashua Continuum of Care  
National Association of Social Workers  
Board Member, Greater Nashua Housing & Development Foundation, Inc.  
Former Member, Rotary Club, Nashua, NH

**Annette Escalante, MSW, MLADC**

Evening Phone: (603) 449-6100  
Day phone: 603-867-2224  
E-mail: [anette@comcast.net](mailto:anette@comcast.net)

**Education**

**Undergraduate Degree:** Springfield College, BA Major: Human Services  
**Graduate Degree:** University of New Hampshire, MSW Major: Social Work  
**Currently applying to** Doctoral Degree in Clinical Psychology programs

**Master Licensed Alcohol Drug Counselor (MLADC) #599** State of New Hampshire

**Summary of Qualifications**

Areas of Experience:

- Substance Abuse
- HIV/AIDS
- Domestic Violence/ Rape Crisis
- Outreach to Sex Workers
- Detoxification Programs
- Correctional Institutions
- Culturally Diverse Populations
- Federally Funded Programs
- Gender Specific Programming for Women

Skill Sets:

- Budget Development
- Grant Writing/Report Management
- Program Planning and Evaluation
- Regulatory Compliance
- Policy and Procedure Development
- Supervisory Experience
- Program Development
- Group, Family and Individual Counseling
- Community Networking
- Volunteer Coordination

**Professional experience**

7/09-Present: **Vice President**  
Keystone Hall, Nashua, NH

- Oversight of all clinical and administration programs and personnel in our substance abuse treatment program.
- Develop and supervise provisions of all clinical records and programs offered by the Agency.
- Works in conjunction with CEO to establish goals and plans for long-term financial and clinical success of the Agency.
- Manage overall budgets, funding sources and accounting to ensure integrity and compliance with regulations.

11/2007-7/09: **Administrator of Women Offenders and Family Services**

New Hampshire Department of Corrections-Commissioner's Office, Concord, NH.

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.
- Review all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.

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2008 to present: **Adjunct Professor**  
Springfield College

11/2008-12/09: **Therapist**  
RTT Associates-Manchester, NH

5/1999-2008: **Impaired Driver Intervention Program instructor**  
Serenity Place, Manchester, NH

9/2005-11/2007: **Correctional Counselor/Case Manager-Changed to Program Coordinator**  
New Hampshire Department of Corrections, Goffstown, NH.

5/2004-9/2005: **Social Worker/Youth Counselor**  
City of Manchester Youth Services, Manchester, NH

6/2000-5/2004: **Program Monitor**  
New Hampshire Housing Finance Authority, Bedford, NH.

9/1999-6/2000: **Correctional Counselor/Case Manager**  
New Hampshire Department of Corrections, Laconia, NH.

11/1997-9/1999: **Outreach Program Coordinator**  
New Hampshire AIDS Foundation, Manchester, NH.

7/1996-11/1997: **Youth Outreach Counselor**  
City of Manchester Office of Youth Services, Manchester, NH.

6/1994-7/1996: **Substance Abuse Counselor**  
Providence Hospital, Holyoke, MA.

11/1993-6/1995: **Bridge Team Leader**  
AIDS Allies, Springfield, MA.

2/1990-6/1994: **Counselor Advocate**  
YWCA, Springfield, MA.

**Languages** Spanish (Verbal and Written)

**Community activities**

1. Manchester Cultural Diversity Task Force	2004-2008
2. Latinos Unidos of NH Advisory Board	2005-2009
3. Friends Of Recovery-NH	2009-2012
4. NH Providers Association-President	2009-current
5. NH Alcohol & Drug Abuse Counselors Association	2012-current

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Greater nashua Council on Alcoholism  
Ryan White

		Salary	% of Salary	Amount	Benefit	Amount Paid from Contract
Annette Escalante	Director	88,000	0.1	8,800	704	9,504
Jill Burns	LADC	47,000	0.2	9,400	752	10,152
Cynthia Aguiar	LMHC	41,600	0.3	12,480	998	13,478
Jamie Gormley	LICSW	51,961	0.2	10,392	1,785	12,177
Kristen Welch	LICSW	68,000	0.2	13,600	1,088	14,688
Total personal				<u>54,672</u>	<u>5,327</u>	<u>60,000</u>



**BOARD OF LICENSING FOR ALCOHOL &  
OTHER DRUG USE PROFESSIONALS  
STATE OF NEW HAMPSHIRE  
THE LICENSE OF  
ANNETTE ESCALANTE  
AS MASTER ALCOHOL & DRUG COUNSELOR  
NO. 0599  
IS HEREBY VALIDATED FOR THE PERIOD  
8/14/14 UNTIL 8/14/16**

*Joyce Whitcomb, LICSW, NLPDC, CCS*  
**CHAIRPERSON**

Complaints Concerning This Certificate Holder Shall Be Sent To NH Board of Licensing for  
Alcohol & Other Drug Use Professionals, 121 South Fruit St, Concord, NH 03301



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF OPERATIONS SUPPORT  
BUREAU OF LICENSING & CERTIFICATION

Nicholas A. Toumpas  
Commissioner

Mary P. Castelli  
Senior Division  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9499 1-800-852-3346 Ext. 9499  
FAX: 603-271-4968 TDD Access: 1-800-735-2964 [www.dhhs.nh.gov](http://www.dhhs.nh.gov)

March 20, 2015

To Whom It May Concern:

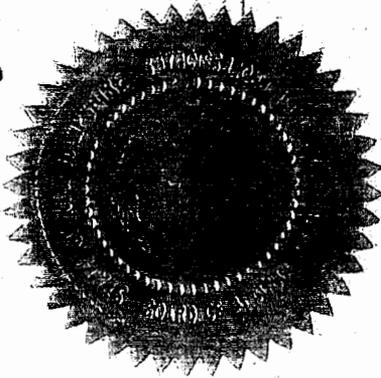
The Bureau of Health Facilities Administration has received all renewal information for NH License Number 03815 for Keystone Hall, located at 615 Amherst St., Nashua, NH 03060. They are currently awaiting an inspection. Their license is valid and they are free to operate. If you have any questions regarding their license, please feel free to contact me at 603-271-9044.

Sincerely,  
*Cheryl Thayer*

Cheryl Thayer  
License Clerk  
Health Facilities Administration

# The State of New Hampshire

Board of Licensing for Alcohol and Other Drug Use Professionals



Be it Known That

**Annette Escalante**

having qualified before this Board as provided by the laws of  
The State of New Hampshire is granted this certificate as a

## MASTER LICENSED ALCOHOL & DRUG COUNSELOR

BOARD OF LICENSING FOR ALCOHOL AND OTHER DRUG USE PROFESSIONALS

*Jacquie Blukoff, LICSW, MAAC, ACS*

CHAIRPERSON

*Carole Blukoff, LICSW, ACS*

MEMBER

*Cheryl Wilkie, PsyD, MLADC*

MEMBER

MEMBER

Issue Date August 9, 2012

Expiration Date August 14, 2014

0599

LICENSE NO.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF OPERATIONS SUPPORT  
HEALTH FACILITIES ADMINISTRATION  
129 PLEASANT STREET, CONCORD, NH 03301

**ANNUAL LICENSE CERTIFICATE**

Under provisions of New Hampshire Revised Statutes Annotated Chapter RSA 151, this annual license certificate is issued to:

Name: KEYSTONE HALL  
Located at: 615 AMHERST STREET  
NASHUA NH 03060

To Operate: Residential Treatment and Rehab

This annual license certificate is effective under the conditions and for the period stated below:

License#: 03815

Effective Date: 03/01/2014

Administrator: ANNETTE ESCALANTE

Expiration Date: 02/28/2015

Waivers:

1. 807.23(o)(1)

Comments:

1. PERM WAIVER 807.18(s)(1) & 807.18(e)(1)

Number of Beds: 54

BHFA RESERVES THE RIGHT TO CONDUCT A FULL LIFE  
SAFETY CODE INSPECTION AT A LATER DATE

Senior Division Director