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NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES

June 24, 2019

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Council on Developmental Disabilities to **RETROACTIVELY** enter into an agreement with Center for Life Management 10 Tsienneto Road, Derry, NH 03811, (VC#174116) in the amount of \$100,000. The program provides for Implementing New Strategies for Addressing the Needs of Individuals with a Dual Diagnosis of Intellectual and Development Disabilities (I/DD) and Mental Health Needs, effective upon Governor and Council approval for the period from July 1, 2019 through September 30, 2021. The source of funds is 100% federal.

Funding to support this request are anticipated to be available in the following account for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified:

01-97-97-970010-71350000 – Developmental Disabilities Council

| | | |
|----------------------------------|----------------------|----------------------|
| Class 072-500575, Grants Federal | <u>FY2020</u> | <u>FY2021</u> |
| | \$50,000 | \$50,000 |

EXPLANATION

The request is being made **retroactively** due to delays in finalizing the agreement, as well as competing priorities for both organizations and necessary procedural clarifications, which further delayed the development of agreement. However, steps have been taken to ensure that any further agreement between the two organizations will be made, and submitted in a timely manner for Governor & Council approval.

Councils on Developmental Disabilities were created by the federal Developmental Disabilities Act (DD Act) in 1970. The New Hampshire Council was established in 1971. Councils are located in every State and Territory and represent a Federal-State partnership to expand opportunities and improve the quality of life of people with developmental disabilities and their families. Councils are charged by Federal law to identify the most pressing needs of people with developmental disabilities in their State or Territory and to develop innovative and cost effective strategies to meet those needs. Councils work to promote the independence and productivity of people with developmental disabilities and promote systems change that will eliminate obvious inequities in areas such as employment, education, and access to healthcare.

The program provides for Implementing New Strategies for Addressing the Needs of Individuals with a Dual Diagnosis of Intellectual and Development Disabilities (I/DD) and Mental Health Needs by demonstrating that the Continuum of Collaborative Care model is replicable and sustainable in supporting individuals with dual diagnoses of IDD and mental health needs. To support the education and

implementation of the principals and foundation of the Continuum of Collaborative Care model within the area agency and mental health settings identified. With the outcome of:

- Getting commitment from both the area agency and respective mental health center to engage in the Continuum of Collaborative Care Model that results in full participation in the trainings offered and services delivery as outlined in the model.
- Up to 75% of annual meetings will be merged for those individuals who are supported by both the mental health center and area agency, utilizing the Continuum of Collaborative Care model with services delivery, documentation, and goal implementation.
- Mental health centers will integrate area agency and/or START crisis plans into proactive and reactive crisis response protocols.
- At least 75% participation in offered dual diagnosis and/or collaborative care trainings.
- Continued absence of psychiatric hospitalizations for those fully integrated into the Continuum of Collaborative Care model, including those from the participation region.
- Strong satisfaction by 75% of individuals and team members as evidenced by pre and post satisfaction surveys delivered to participating teams.
- Increase readiness to integrate collaborative clinical services will be demonstrated by improved quarterly readiness assessment outcomes.

The geographic area served by this project agreement is statewide. The source of funds is 100% federal funds. In the event that federal funds become no longer available, general funds will not be used to support this contract.

Respectfully submitted,



Isadora Rodriguez-Legendre
Executive Director

Subject: Center for Life Management Contract

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--------------------------------|--|-----------------------------------|
| 1.1 State Agency Name New Hampshire Council for Developmental Disabilities | | 1.2 State Agency Address 2 1/2 Beacon Street, Concord NH 03301 | |
| 1.3 Contractor Name Center for Life Management | | 1.4 Contractor Address 10 Tsienneto Road, Derry NH 03811 | |
| 1.5 Contractor Phone Number 603-434-1577 | 1.6 Account Number July2019 | 1.7 Completion Date September 30, 2021 | 1.8 Price Limitation \$100,000 |
| 1.9 Contracting Officer for State Agency Isadora Rodriguez-Lengendre | | 1.10 State Agency Telephone Number 603-271-1157 | |
| 1.11 Contractor Signature | | 1.12 Name and Title of Contractor Signatory stem Annant, VP of Clinical Services / QI and Compliance | |
| 1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Dorchester</u> On <u>July 3, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace (Seal) | | LYNDA A. SILEGY Notary Public - New Hampshire My Commission Expires August 5, 2019 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace | | | |
| 1.14 State Agency Signature | | 1.15 Name and Title of State Agency Signatory Executive Director, NH Council on DD | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 7/31/2019 | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

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

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

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

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

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

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

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

Contractor Initials SA
Date 2/3/15

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials SA
Date 7/3/19

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.



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COUNCIL ON
DEVELOPMENTAL DISABILITIES



Exhibit A

Contract Agreement

This agreement is entered into by and between Center for Life Management CLM and New Hampshire Council on Developmental Disabilities (Council).

RECITALS

The Council's Request for Proposal and CLM's approved proposal provides for collaborative effort by both parties to implement a dual diagnosis pilot project through appropriate contractual arrangement. Parties agree to participate in the manner, and for the consideration, described in this document.

NOW THEREFORE, the parties agree to the following terms.

Article I – Statement of Work

CLM shall, as an independent contractor, provide all labor, materials, equipment and facilities necessary to accomplish the work required under this agreement, as described in the goals, objectives and outcomes incorporated into this agreement and attached to this document.

The program provides for Implementing New Strategies for Addressing the Needs of Individuals with a Dual Diagnosis of Intellectual and Development Disabilities (I/DD) and Mental Health Needs by demonstrating that the Continuum of Collaborative Care model is replicable and sustainable in supporting individuals with dual diagnoses of IDD and mental health needs. To support the education and implementation of the principals and foundation of the Continuum of Collaborative Care model within the area agency and mental health settings identified. With the outcome of:

- Getting commitment from both the area agency and respective mental health center to engage in the Continuum of Collaborative Care Model that results in full participation in the trainings offered and services delivery as outlined in the model.
- Up to 75% of annual meetings will be merged for those individuals who are supported by both the mental health center and area agency, utilizing the Continuum of Collaborative Care model with services delivery, documentation, and goal implementation.
- Mental health centers will integrate area agency and/or START crisis plans into proactive and reactive crisis response protocols.
- At least 75% participation in offered dual diagnosis and/or collaborative care trainings.



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- Continued absence of psychiatric hospitalizations for those fully integrated into the Continuum of Collaborative Care model, including those from the participation region.
- Strong satisfaction by 75% of individuals and team members as evidenced by pre and post satisfaction surveys delivered to participating teams.
- Increase readiness to integrate collaborative clinical services will be demonstrated by improved quarterly readiness assessment outcomes.

CLM represents that all work and services it provides under this agreement will conform to high professional standards in the field.

Article 2 – Period of Performance

The period of performance for this agreement is from July 1, 2019 to September 30, 2021 with a contract grant of \$50,000, pending G&C approval, with the possibility to renew/extend the contract for a second grant award for an additional \$50,000 (total contract period not to exceed 2 years in total, with the possible funds available of \$100,000) contingent upon the availability and continued appropriation of federal funds.



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Exhibit B

Article 3 – Cost & Limitations of Obligation

The total estimated cost for this agreement is \$50,000 for FFY 2019-2020 with a possibility of renew/extension for FFY 2020-2021 for an additional \$50,000 upon and agreement of all parties. CLM's budget is incorporated into this agreement. The Council will not reimburse CLM for costs exceeding the amounts specified in this paragraph.

Article 4 – Payment

CLM may submit invoices to the Council quarterly. Invoices must show the period for which reimbursement is being requested and must itemize the costs by budget category as shown on the budget. The invoice must show "current" costs, "cumulative" costs, cost sharing, and certification as to truth and accuracy of invoices in accordance with 2 CFR 200.415. Detailed transactions shall be included with each invoice. CLM shall provide receipts upon request by the Council. The Council will pay properly submitted invoices within 30 days of receipt. CLM shall submit its final invoice, which must be marked "Final," no later than 45 days after the ending date of this agreement as specified in

Article 2 – Period of Performance. The final invoice will be used as CLM's final report of expenditures.

CLM shall mail the invoices to:

NH Council on Developmental Disabilities
2 ½ Beacon Street
Concord, NH 03301-4447

Upon request by the Council, CLM shall refund any payments received for what are, as a result of a Federal or Council audit, determined to be unallowable expenditures. The Council, however, has the right to establish allowability of any such expenditure. The Council may withhold payment of final invoice pending receipt of the Final Report, as referred to in **Article 7 - Reports**.

With the approval of the Council, CLM is authorized to re-budget funds and all requests for re-budgeting approval must be directed to the Authorized Council Representative identified in **Article 9 – Notices**.

Article 5 – Equipment: Vesting & Reporting

CLM may retain title to all equipment purchased under this agreement, subject any conditions Council has reference in their RFP. CLM shall, within 30 days of the expiration of this agreement, submit a final



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report of equipment purchased under this agreement to the Authorized Council Representative identified in Article 9 – Notices.

Article 6 – Records & Audits

CLM agrees to establish and maintain a system of administrative monitoring procedures and controls, and maintain accounting records in accordance with generally accepted accounting principles, which will enable CLM to comply with the requirements that apply to performance and expenditures under this agreement. To assure the adequacy of CLM's procedure and controls, the Council will be entitled to take reasonable steps to monitor CLM compliance. Such steps may include performing desk audits, onsite visits, project reviews, interviews of staff, any person impacted by the project with prior approval, or requiring CLM at their expense, to arrange performance of an independent audit of their compliance with the terms of this agreement. If, in the opinion of the Council and/or an independent auditor, CLM fails to comply with the terms of this agreement, the Council may impose appropriate sanctions on CLM, including but not limited to terminating this agreement and/or adjusting the total payment amount to be paid to CLM hereunder. CLM agrees that if its expenditures under this agreement are disallowed during audit, CLM shall promptly repay the Council the amount of any such disallowance. The Council however, has the right to establish allowability of any such item of cost under this agreement.

CLM shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expense of the agreement, to describe the nature of each expense and to establish relatedness to the agreement. All records of this agreement must be available for inspection by representative of the Council and/or the Federal Government at the regular place of business of CLM during normal business hours. All records of this agreement must be retained for a period of three years with the following qualifications:

- A. The retention period starts from the date of FINAL PAYMENT made to CLM by the Council under this agreement.
- B. Records related to any audit initiated prior to the expiration of the three-year period must be retained until the audit findings involving the records have been resolved.

Article 7 – Reports

CLM shall, within 45 days of the expiration of this agreement, provide a final programmatic report to the Council's Executive Director. CLM shall also provide quarterly progress reports to the Council's Executive Director no later than 30 days after the close of the period. CLM reports will include copies of all reprints, conference papers, etc., resulting from work funded under this agreement. The Council's Executive Director is entitled to request submission of additional progress reports on a schedule agreeable to CLM's project directors.

Article 8 – Publication & Copyright

Subject to the provisions of the Prime Agreement, publication of the results obtained from work funded under this agreement is encouraged and CLM may copyright material that is developed by its staff in the



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course of, or under this agreement. CLM agrees to grant the Federal Government, and others acting on its behalf, a royalty-free, non-exclusive and irrevocable license to use any data, copyrighted material (including computer programs) or know-how developed under this agreement, with permission, for the purpose of allowing the Council to meet its reporting/deliverables obligations under the agreement. All publications must cite the source of support and indicate the findings, opinion, and recommendations they express therein are those of the author and not necessarily those of the Council or of the Federal Awarding Agency.

All written materials, conference flyers, publications and audio-visual materials (including website postings) must state the following:

Funding provided by the NH Council on Developmental Disabilities.

This acknowledgement is also necessary on products published with other funds, if those funds will be claimed as non-federal match for a DD Council project. In addition to the required statement, if the grantee's logo appears on the product, the DD Council logo shall also appear in the same size and be given the same prominence. If this statement/logo is not included on the product, costs may be disallowed.

Article 9 – Notices

Communications concerning CLM's performance under this agreement will be directed to the Council's Executive Director at the following address:

Isadora Rodriguez-Legendre
NH Council on Developmental Disabilities
2 ½ Beacon Street
Concord, NH 03301
603-271-1157
NHCDD.Director@ddc.nh.gov

Communications concerning contractual and administrative aspect of this agreement will be directed to the Council's Policy and Planning Director at the following address:

Ronnieann Rakoski
NH Council on Developmental Disabilities
2 ½ Beacon Street
Concord, NH 03301
603-271-7042
Ronnieann.Rakoski@ddc.nh.gov

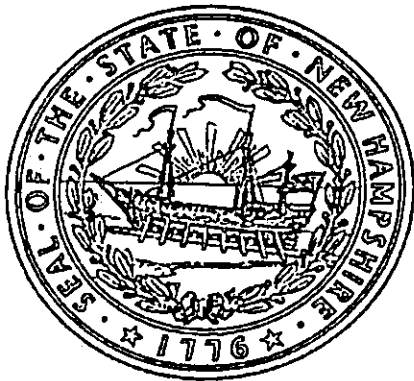
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire Trade Name registered to transact business in New Hampshire on June 30, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 442328

Certificate Number : 0004073368



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/09/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).


| | | | |
|--|--|--|----------------|
| PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123 | CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 | | FAX (A/C, No): |
| | E-MAIL ADDRESS: | | |
| INSURED The Mental Health Center for Southern NH DBA CLM Center for Life Management 10 Tsienneto Rd Derry, NH 03038 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Philadelphia Indemnity Insurance Co. | | 18058 |
| | INSURER B : Granite State Insurance Company | | 23809 |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PHPK1886772 | 10/01/2018 | 10/01/2019 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK1886766 | 10/01/2018 | 10/01/2019 | 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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000 | | | PUB648899 | 10/01/2018 | 10/01/2019 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC017064748 | 10/01/2018 | 10/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$500,000 E.I. DISEASE - EA EMPLOYEE \$500,000 E.I. DISEASE - POLICY LIMIT \$500,000 |
| A | Professional Liab | | | PHPK1886772 | 10/01/2018 | 10/01/2019 | \$1,000,000 \$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability Coverage applies for the following employees: Peter Reinertsen, Dr. Isabel Norian, Kerry Ali, Walter Wingate, Karen Foulke, Erika Avery, Ashley Raymond, Dr. Marcia Pabo, Edward Cooney, Lydia Tuitt, Brian Hamilton, Daniel Hannon, Valerie O'Brien, Carol Drouin, Samantha Regan, Jennifer Darby, Corinne Coia, Dana Milton, Shirley McBurnett, Brittany Desrochers, Dr. Kenneth Brown, Rebecca L'Heureux, Hayden Bock, Lianna Nawn, Scott Fitzgerald Leander Cornan, Ludmila (See Attached Descriptions)

| | |
|---|---|
| CERTIFICATE HOLDER State of New Hampshire Council on Developmental Disabilities 2 1/2 Beacon Street, Suite 10 Concord, NH 03301-4447 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

DESCRIPTIONS (Continued from Page 1)

Cerna, Justin Braddock and Lisa Williams.

The general liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Vic Topo, President/CEO, hereby certify that I am duly elected ~~Clerk/Secretary~~ of
(Name)

Center for Life Management. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _____
(Month)

_____, 20 _____ at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Vic Topo, Steve Arnault (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Center for Life Management with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 7/25/19

ATTEST: [Signature] President/CEO
(Name and Title)

JULIE A. ROBICHAUD, Notary Public
State of New Hampshire
My Commission Expires August 23, 2022

[Signature]
7-25-19

**AMENDED AND RESTATED BYLAWS OF
THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
d/b/a CLM Center for Life Management
(A New Hampshire Charitable Corporation)**

ARTICLE I

Name and Location

Section 1. NAME. The name of this corporation is The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (hereinafter called the "Corporation").

Section 2. LOCATION. The principal office of the Corporation shall be located at 10 Tsienneto Road in Derry, New Hampshire. The Board of Directors may change the location of the principal office and establish an office or offices at such locations within the State of New Hampshire as the Board of Directors may from time to time determine.

ARTICLE II

Membership

The members of the Corporation shall be the Board of Directors.

ARTICLE III

Annual Meeting

Section 1. ANNUAL MEETING. The annual meeting of the Corporation shall be held at the principal office of the Corporation during the last month of the fiscal year, or at such time and in such place as the Board of Directors shall otherwise designate. At the annual meeting, the members shall elect the Directors of the Corporation to serve until the next annual meeting and thereafter until their successors have been elected and have qualified, shall fill any vacancies in the Board of Directors which have not been filled by the Board of Directors, may remove any Director as hereinafter provided, and shall transact such other business as the Directors shall bring before the meeting.

Section 2. QUORUM. The presence, in person or by proxy, of a majority of the members of the Board of Directors of the Corporation, at least one of whom shall be an officer of the Corporation, shall constitute a quorum for the transaction of business at the annual meeting, but a lesser number may adjourn a meeting to some future time not less than ten (10) nor more than fifteen (15) days later, and the Secretary shall thereupon give at least five (5) days notice by mail of such adjourned meeting to each Director of the Corporation.

Section 3. SPECIAL MEETINGS. Special meetings of the Corporation may be called at any time by the Executive Committee of the Corporation and/or the Chair. A special meeting shall also be called whenever so requested in writing by a majority of Directors. No business other than that specified in the call for the meeting shall be transacted at any such special meeting of the Corporation.

Section 4. VOTING. At all meetings of the Corporation, all questions, the manner of deciding which is not specifically regulated by statute, shall be determined by a majority vote of the total members present in person or by proxy and each such person present in person or by proxy shall be entitled to cast one (1) vote for each question.

Section 5. NOTICE. Written notice of the time and place and general purposes of all annual and special meetings of the Corporation shall be mailed or otherwise given as provided by law by the Secretary to each Director of the Corporation.

ARTICLE IV

Directors

Section 1. NUMBER. The number of directors ("Directors") shall be not less than fourteen (14) nor more than twenty (20), as determined from time to time by the Board of Directors, and selected on such basis as will give geographic representation to the towns served by the Corporation. The President and Chief Executive Officer of the Corporation shall be an ex-officio member of the Board of Directors of the Corporation.

Section 2. ELECTION; TERM; QUALIFICATIONS. The Directors shall be elected at the Corporation's annual meeting. The term of office of each of the Directors shall be three (3) years and thereafter until his/her successor has been elected. At least five (5) of the Directors shall not be of the same immediate family or related by blood or marriage and no employee of the Corporation shall be the Chair or presiding officer of the Board of Directors. All Directors shall comply with current and future policies as adopted by the Board of Directors.

Section 3. DUTIES OF BOARD OF DIRECTORS. The Board of Directors shall have the control, management and administration for the affairs and business of the Corporation.

Section 4. DIRECTORS' MEETINGS. Regular meetings of the Board of Directors shall be held at the end of each month and/or at such other times as the Board of Directors may determine. At least one regular meeting shall be an annual meeting, held immediately following the annual meeting of the Corporation. Special meetings of the Board of Directors may be called by the Chair or Executive Committee at any time, and shall be called by the Chair or the Secretary upon the written request of three (3) Directors. Any and all meetings may be held within or without this State as the Directors shall determine.

Section 5. QUORUM. At any meeting of the Board of Directors, seven (7) Directors, shall constitute a quorum for the transaction of business, but in the event of a quorum not being present, a lesser number may adjourn the meeting to some future time, not more than ten (10) days later. The act of a majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board of Directors, unless otherwise specified in these Bylaws or under the law. No Director may be present by proxy. Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which and as long as all Directors can hear each other at the same time.

Section 6. VOTING; PROXIES. At all meetings of the Board of Directors, each Director shall have one (1) vote. No voting by proxy is permitted at any meeting of the Board of Directors.

Section 7. VACANCIES. Vacancies in the Board occurring between annual meetings shall be filled for the unexpired portion of the term by the affirmative vote of a majority of the remaining Directors.

Section 8. REMOVAL OF DIRECTORS. Any one or more of the Directors may be removed, either with or without cause, at any time by an affirmative vote of two-thirds (2/3) of the entire Board of Directors.

Section 9. NOTICE. Notice of all regular and special meetings shall be given in writing or orally to each Director by mail, email, facsimile transmission, in person or by telephone not less than two (2) full days prior to the date fixed for such meeting.

Section 10. ACTION BY UNANIMOUS WRITTEN CONSENT. In lieu of any regular or special meeting, any vote of the Directors may be taken by unanimous written consent of all Directors. Such consent must describe the action taken, be signed by every Director and be filed with the corporate records of the Corporation. The action taken is effective when the last Director signs the consent or the effective date specified in the consent, if different. Such consent shall have the same force and effect as a unanimous vote of the Directors at a meeting.

Section 11. COMPENSATION OF DIRECTORS. No Director shall receive any compensation for serving as a Director, but may be reimbursed for incidental expenses in carrying out his/her duties as a Director.

ARTICLE V

Officers

Section 1. NUMBER. The officers of the Corporation shall be a Chair, a Vice Chair, a Secretary and a President and Chief Executive Officer, and such other officers as the Board may from time to time deem desirable.

Section 2. ELECTION. The Board of Directors, at its annual meeting, shall elect from among its number a Chair, and those other officers enumerated above, all of whom shall serve for a term of not more than two (2) years, as may be set by the Board of

Directors, and thereafter until his/her successor has been elected. No officer shall succeed him or herself in the same office for more than three (3) consecutive terms.

Section 3. DUTIES OF OFFICERS. The duties and powers of the officers of the Corporation shall be as follows:

- A. **CHAIR.** The Chair presides at all meetings of the Board of Directors, and at the annual and/or special meetings of the Corporation and Directors in accordance with these Bylaws. (S)he shall:
 - (1) present at each annual meeting of the Corporation and at all meetings of the Board of Directors a report of the condition of the business of the Corporation;
 - (2) be an ex-officio member of all committees; and
 - (3) appoint and nominate, for approval or disapproval by the Board of Directors, members of the Board of Directors to serve on such committees as the Board from time to time designates.
- B. **VICE CHAIR.** The Vice Chair shall perform the duties and have the powers of the Chair in the absence of the Chair.
- C. **SECRETARY.** The Secretary shall:
 - (1) keep the minutes of the meetings of the Board of Directors and the Corporation in the manner prescribed by law;
 - (2) act as custodian of the records of the Corporation;
 - (3) present to the Board of Directors at its meetings all communications addressed to him/her as Secretary of the Corporation; and
 - (4) attend to all correspondence and perform all the duties incident to the office of Secretary.
- D. **PRESIDENT AND CHIEF EXECUTIVE OFFICER.** The President and Chief Executive Officer shall:
 - (1) appoint and remove, employ and discharge, and fix the compensation of all agents and employees of the Corporation other than the duly appointed officers, subject to the approval of the Board of Directors;
 - (2) sign and make all contracts and agreements in the name of the Corporation, and have the authority to sign and execute on behalf of the Corporation all documents necessary in the establishment of contractual agreements with the New Hampshire Division of Mental Health, Division of Welfare and other State, Federal and community agencies for the receiving of funds and delivery of mental health services;

- (3) see that the books, reports, statements and certificates required by law are properly kept, made and filed according to law;
- (4) be responsible for the general administration of the Corporation, subject to the direction of the Board of Directors;
- (5) have the care and custody of and be responsible for the funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such financial institutions as the Board of Directors may designate;
- (6) in the absence of a resolution of the Directors to the contrary, sign, make and endorse in the name of the Corporation, all checks, drafts, notes, and other evidences of debt;
- (7) exhibit at all reasonable times during business hours the books and accounts of the Corporation to any Director upon application at the office of the Corporation;
- (8) cause the Corporation to render a statement of the condition of the finances of the Corporation at each regular meeting of the Corporation and at such other times as shall be required;
- (9) present or arrange for the presentation of a full financial report at the annual meeting of the Corporation and to the Board of Directors at least quarterly;
- (10) cause to be kept, at the principal office of the Corporation, correct books of account of all its business and transactions and such other books of account as the Board of Directors may require; and
- (11) enforce these Bylaws and perform all the duties incident to the office of the President and Chief Executive Officer and as required by the Board of Directors.

Section 4. VACANCIES. All vacancies in any office shall be filled by the Board of Directors without undue delay, at its next regular meeting, or at a meeting specially called for that purpose.

Section 5. COMPENSATION OF OFFICERS. Except for the President and Chief Executive Officer who shall receive such salary or compensation as may be determined by the Board of Directors, no officer shall receive any compensation, but may be reimbursed for incidental expenses in carrying out his/her duties as officer/Director.

Section 6. REMOVAL OF OFFICERS. The Board of Directors may remove any officer, by a two-thirds (2/3) vote, at any time, with or without cause, except that an officer who is also an employee of the Corporation shall not, thereby, lose his employment with the Corporation except in accordance with the personnel policies and grievance procedures of the Corporation relating to such termination.

ARTICLE VI

Committees

Section 1. NUMBER. There shall be six (6) standing committees as follows: (a) Executive Committee, (b) Audit Committee, (c) Finance Committee, (d) Public Relations and Legislative Committee, (e) Membership/Nominating/Bylaws Committee and (f) Quality Improvement Committee, together with such other standing or ad hoc committees as the Board of Directors from time to time may establish.

Section 2. EXECUTIVE COMMITTEE. The Executive Committee shall be comprised of the officers of the Corporation (as stated in Article V, Section 1.) and the immediate past Chair of the Board of Directors, upon his/her completion of a full term of Office. Subject to the control and authority of the Board of Directors, the Executive Committee shall have full authority to transact all regular business of the Corporation between the meetings of the Board of Directors, as directed by the Board of Directors and as provided by law.

Section 3. AUDIT COMMITTEE. The Audit Committee, which shall be comprised entirely of independent Directors, shall be responsible for the selection and recommendation of a qualified public accountant, subject to the approval of the Board of Directors, to make a thorough audit of the books, securities, investments and cash of the Corporation at least once a year. The Audit Committee shall have oversight of such auditor. A written report showing the results of the aforementioned audit shall be presented to the Board of Directors at its next regular meeting following completion of the audit.

Section 4. FINANCE COMMITTEE. The Finance Committee shall be responsible for overseeing the management of all funds of the Corporation. It shall oversee the preparation of a budget showing the expected income and expenses for each ensuing year and shall examine monthly financial reports of the Corporation.

Section 5. PUBLIC RELATIONS AND LEGISLATIVE COMMITTEE. The Public Relations and Legislative Committee shall participate in the orientation of new Board members. The Committee shall participate with the Corporation's staff in public information efforts toward the objective of increasing public awareness of the Corporation's aims and purpose, services and programs. The Committee shall serve as liaison between the Board of Directors and the State Legislature. The purpose of the Committee is to promote a broad base of understanding, cooperation and support for mental health in general and for the Corporation in particular.

Section 6. MEMBERSHIP / NOMINATING / BYLAWS COMMITTEE. The Membership/Nominating/Bylaws Committee shall recruit, evaluate and make recommendations for membership on the Board of Directors. The Committee shall present a slate of nominees at the annual meeting of the Corporation for the election of new Directors and a slate of nominees to serve as officers to the first meeting of the Board of Directors following each annual meeting of the Corporation. The Committee shall also nominate candidates to fill vacancies on the Board. The Committee shall review the Bylaws of the Corporation not less than every five (5) years and make recommendations, when necessary, to amend the present Bylaws in accordance with changing conditions and needs of the Corporation.

Section 7. QUALITY IMPROVEMENT COMMITTEE. The Quality Improvement Committee shall be responsible for overseeing quality improvement initiatives and the quality assurance program of the Corporation, including: (a) overseeing the systems and programs to evaluate, monitor and improve the quality of care delivered by the Corporation; (b) developing, and overseeing the implementation of, quality improvement initiatives; (c) evaluating and approving the goals and objectives of the Corporation as they relate to the Corporation's quality improvement and quality assurance programs; (d) assessing and regularly reporting on the effectiveness of the quality improvement and quality assurance programs, including producing an annual report regarding the same; and (e) proposing, as appropriate, changes to the quality improvement and quality assurance programs.

Section 8. INFORMATION TECHNOLOGY COMMITTEE. The Corporation Information Technology Committee (ITC) shall be responsible to provide assessments and observations to senior management and the Board of Directors concerning the efficacy and alignment of the Corporation's Information Technology function and its operations, with the over-arching mission, business strategies and goals of the Corporation, as established by senior management and recognized by the Board of Directors.

In performing its responsibilities, the Information Technology Committee may, at its discretion, inquire into any related matters, which may include consulting with and obtaining information from the executive officers and other employees of the Corporation. The scope of Information Technology at the Corporation for which the committee will have authority to assess and provide observations shall include but not be limited to:

- Operational – performance and availability of IT services
- Fulfillment – ability to meet core business requirements and expectations
- Delivery – of new IT projects and initiatives
- Organizational – sustainability of staff knowledge and skills
- Budgetary – overall cost effectiveness of financial resources invested in IT
- Security – tolerance and resiliency with respect to risks of disasters and information breaches
- Compliance – regulatory and reporting conformity

ARTICLE VII

Indemnification

To the fullest extent permitted by law, every Director, officer, or employee of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which s/he may be made a party, or in which s/he may become involved, by reason of the fact that s/he was or is a Director, officer or employee of the Corporation, to the extent that the Board of Directors deems reasonable and to the extent actually incurred by him/her in connection with the defense or reasonable settlement of any such proceeding, or any appeal therein, provided that such person

reasonably believed his/her conduct was in the best interests of the Corporation, and except in relation to matters as to which it is finally adjudged, or in the case of a settled matter an independent evaluation determines, that the Director, officer or employee:

- (a) breached his/her duty of loyalty to the Corporation;
- (b) acted or failed to act in a manner which was not in good faith or which involved intentional misconduct or a knowing violation of law, or had reasonable cause to believe his/her conduct was unlawful;
- (c) derived an improper personal benefit from the conduct in question; or
- (d) is liable to the Corporation.

ARTICLE VIII

Amendments

Section 1. HOW AMENDED. These Bylaws may be amended by an affirmative vote of three-quarters ($\frac{3}{4}$) of the Directors present at any meeting of the Board of Directors, provided that notice is given in accordance with this Article.

Section 2. NOTICE. Written notice must be sent to each Director at least five (5) days in advance of the meeting at which any amendment to the Bylaws will be considered, stating that there will be a vote to amend the Bylaws and providing the substance of any amendment which will be considered.



CLM Amended and Restated Bylaws
Approved by BOD 4-27-2017

4-27-2017 Board of Directors meeting approved to add:
Section 8. INFORMATION TECHNOLOGY COMMITTEE.