



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
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

May 09, 2016

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 exercise renewal options and amend contracts with the nine (9) vendors listed below by increasing the Price Limitation by \$60,000 from \$30,000 to \$90,000 for Greater Nashua Council on Alcoholism dba Keystone Hall; Harbor Homes, Inc.; Joan Scanlon, PhD.; Community Council of Nashua, NH dba Greater Nashua Mental Health Center at Community Council and Pastoral Counseling Services, UCC, Inc., and by \$60,000 from \$60,000 to \$120,000 for the remaining four (4) vendors, to provide outpatient mental health and/or substance abuse counseling services to clients enrolled in the New Hampshire Ryan White CARE Program, and to extend the completion dates from June 30, 2016 to June 30, 2018, effective upon Governor and Executive Council approval. No maximum client or service volume is guaranteed. Accordingly, the price limitation among all Vendor Agreements combined is \$30,000 per each State Fiscal Year. These agreements were originally approved by the Governor and Executive Council on May 27, 2015, Items #29, #30 and #31; June 24, 2015, Item #55; August 5, 2015, Items #24 and #26 and September 16, 2015, Item #11. The source of funding is 100% Other Funds from the Pharmaceutical Rebates.

Table with 3 columns: Vendor, Vendor #, NH Location. Rows include Greater Nashua Council on Alcoholism dba Keystone Hall, Harbor Homes, Inc., Joan Scanlon, PhD, Mary Hitchcock Memorial Hospital d/b/a Dartmouth Hitchcock Clinic, Merrimack River Medical Services, Inc., Milford Regional Counseling Services, Inc., Pastoral Counseling Services, UCC, Inc., Community Council of Nashua, NH dba Greater Nashua Mental Health Center at Community Council, and The Mental Health Center of Greater Manchester, Inc.

Funds to support this request are available in the following account for State Fiscal Year 2017 and are anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

**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**

SFY	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2015	530-500371	Drug Rebates	90024609	\$30,000	\$0.00	\$30,000
2016	530-500371	Drug Rebates	90024609	\$30,000	\$0.00	\$30,000
2017	530-500371	Drug Rebates	90024609	\$0.00	\$30,000	\$30,000
2018	530-500371	Drug Rebates	90024609	\$0.00	\$30,000	\$30,000
			<b>Total</b>	<b>\$60,000</b>	<b>\$60,000</b>	<b>\$120,000</b>

**EXPLANATION**

This requested action will ensure the continued provision of outpatient mental health and/or substance abuse counseling services to New Hampshire residents living with Human Immunodeficiency Virus (HIV) statewide, and who are enrolled in the New Hampshire Ryan White CARE Program. On May 27, 2015, the Governor and Executive Council originally approved the Department's request to establish a list of licensed Mental Health and/or Alcohol and Other Drug Use professionals with the ability to expand the list as other individuals and organizations became known. Federal law requires that the state have agreements in place for these services. This package includes nine (9) of nine (9) amendments to fulfill this need throughout the state. The licensed Mental Health and/or Alcohol and Other Drug Use professionals will provide these services to enrolled clients, on an individual, case-by-case, as needed basis. In the interest of efficiency, these contract amendments are being bundled as they are providing the same services, and the price limitation among all contractors is combined per each fiscal year.

The New Hampshire 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 New Hampshire 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 Ryan White CARE Program funds be used as a "payer of last resort."

These vendors were originally selected for this project through a Request for Application process.

As referenced in the original letters approved by Governor and Executive Council and in the Exhibits C-1, these Agreements have the option to renew 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. The Division is exercising these renewal options.

These vendors have been actively involved with the satisfactory delivery of services to enrolled clients since the start date of their current agreements, and have agreed to continue to provide outpatient mental health and/or substance abuse counseling services to clients living with HIV/AIDS in stated geographic areas. The performance results of this federally mandated program are measured by the number of New Hampshire Ryan White CARE Program clients that actually receive mental health and/or substance abuse counseling services, and will be used to continue to measure the effectiveness of the agreements.

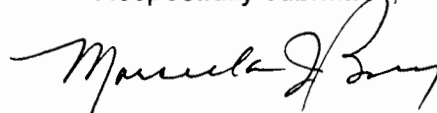
Should Governor and Executive Council not authorize this Request, the state would not be in compliance with federal regulations for this program. In addition, eligible New Hampshire residents living with HIV/AIDS with immediate mental health needs may not receive prevention and treatment for mental health and/or substance abuse counseling. The services in these amendments will promote the goals of the National HIV/AIDS Strategy and maintain a continuum of care in order to reduce HIV/AIDS 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:



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the**

**NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract**

This first Amendment to the NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract, (hereinafter referred to as "Amendment #1") dated this 24th day of February, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism dba Keystone Hall (hereinafter referred to as "the Contractor") a nonprofit corporation with a place of business located at 45 High Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015, Item #26, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS the parties agree to increase the contract price limitation and extend the contract completion date to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2018
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$90,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
(603) 271-9558





New Hampshire Department of Health and Human Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

Date 4/29/16

State of New Hampshire  
Department of Health and Human Services

Marcella J. Bobinsky  
Name: Marcella J. Bobinsky  
Title: Acting Director

Date 3/11/16

Greater Nashua Council on Alcoholism dba Keystone Hall

Peter Kelleher  
Name: Peter Kelleher  
Title: President and CEO

Acknowledgement:

State of New Hampshire, County of Hillsborough on March 12<sup>th</sup> 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Wendy Nichols Notary  
Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/12/14

Name: [Signature]  
Title: Deputy Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

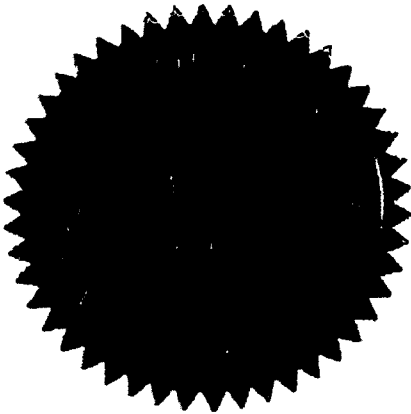
Date \_\_\_\_\_

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

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 14<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

**Date:** 4/29/2016 **Filed Documents**  
 (Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
Keystone Hall	Legal

**Trade Name - Domestic - Information**

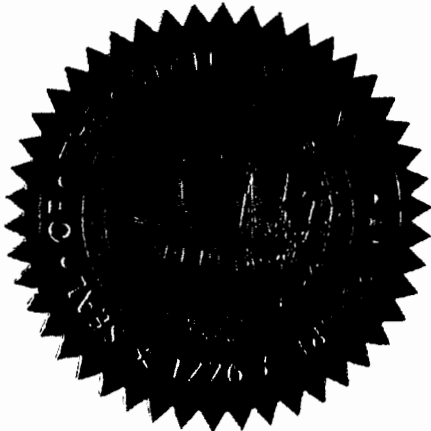
**Business ID:** 632266  
**Status:** Active  
**Entity Creation Date:** 6/16/2010  
**Principal Office Address:** 615 Amherst Street  
 Nashua NH 03063  
**Principal Mailing Address:** No Address  
**[Name Not Available]** **[Address Not Available]**

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

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", written in a cursive style.

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 3/1/16:  
(Date)

**RESOLVED:** That the President and 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 1<sup>st</sup> day of March, 2016.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President and 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 1<sup>st</sup> day of March, 2016.

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

Wendy Nichols, Notary  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/4/19





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/30/2015

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 03064	<b>CONTACT NAME:</b> Kimberly Gutekunst <b>PHONE (A/C, No. Ext):</b> 603-882-2766 <b>FAX (A/C, No.):</b> <b>E-MAIL ADDRESS:</b> kgutekunst@eatonberube.com														
<b>INSURED</b> <b>HARHO</b> Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Insurance</td> <td></td> </tr> <tr> <td>INSURER B: QBE Insurance Corp</td> <td></td> </tr> <tr> <td>INSURER C: Lexington</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance		INSURER B: QBE Insurance Corp		INSURER C: Lexington		INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Lexington															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES      CERTIFICATE NUMBER: 1348914431      REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	ZBV970714702	7/1/2015	7/1/2016	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AHV9706003	7/1/2015	7/1/2016	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 \$0		UHV970913302	7/1/2015	7/1/2016	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	QWC3000636	11/26/2015	11/26/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
C	Professional Liability Abuse & Molestation Empl Benefits Liability		017570426	7/1/2015	7/1/2016	\$1,000,000 \$1,000,000 \$1,000,000	\$3,000,000 \$3,000,000 \$3,000,000

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

Additional Named Insureds:  
Harbor Homes, Inc. - FID# 020351932  
Harbor Homes II, Inc.  
Harbor Homes III, Inc.  
Healthy at Homes, Inc. -FID# 043364080  
Milford Regional Counseling Service, Inc. -FID# 222512360  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

Contracts & Procurement DHHS, State of NH 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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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**

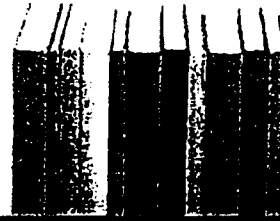
**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

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, 2015**

**(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, 2015, 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, 2015, 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, 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 15, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014 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 December 10, 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*

December 10, 2015

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2015

(With Comparative Totals as of June 30, 2014)

**ASSETS**

	<u>2015</u>	<u>2014</u>
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 231,875	\$ 83,938
Accounts receivable, net	333,635	222,351
Prepaid expenses	24,996	6,612
Total Current Assets	<u>590,506</u>	<u>312,901</u>
Property and equipment, net of accumulated depreciation	5,817,672	6,013,809
Reserve for replacements	14,461	13,067
Debt issuance costs, net	<u>77,785</u>	<u>-</u>
<b>Total Assets</b>	<b><u>\$ 6,500,424</u></b>	<b><u>\$ 6,339,777</u></b>

**LIABILITIES AND NET ASSETS**

<b>Current Liabilities:</b>		
Accounts payable	\$ 29,921	\$ 108,397
Accrued expenses and other liabilities	209,003	117,372
Due to related organizations	183,625	177,744
Line of credit	47,902	-
Current portion of bonds and mortgages payable	80,825	150,022
Total Current Liabilities	<u>551,276</u>	<u>553,535</u>
<b>Long Term Liabilities:</b>		
Bonds payable, long term	3,824,539	-
Mortgages payable, long term	-	3,721,966
Mortgages payable, deferred	1,885,000	1,885,000
Total Long Term Liabilities	<u>5,709,539</u>	<u>5,606,966</u>
<b>Total Liabilities</b>	<b>6,260,815</b>	<b>6,160,501</b>
<b>Unrestricted Net Assets</b>	<b><u>239,609</u></b>	<b><u>179,276</u></b>
<b>Total Liabilities and Net Assets</b>	<b><u>\$ 6,500,424</u></b>	<b><u>\$ 6,339,777</u></b>

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, 2015

(With Comparative Totals for the Year Ended June 30, 2014)

	<u>2015</u>	<u>2014</u>
<b>Support and Revenue:</b>		
<b>Support:</b>		
State of New Hampshire	\$ 106,591	\$ 78,733
Federal grants	1,391,460	1,467,968
Contributions	145,610	19,176
<b>Revenue:</b>		
<b>Client services:</b>		
Medicaid	841,728	530,150
Medicare	3,206	3,252
Third party insurance	21,065	42,767
Client billings, net	38,634	29,538
Contracted services	7,367	21,110
Other income	20,048	28,028
Interest income	<u>20</u>	<u>41</u>
<b>Total Support and Revenue</b>	<b>2,575,729</b>	<b>2,220,761</b>
<b>Expenses:</b>		
Program services	2,079,135	2,152,850
General and administrative	406,278	225,721
Fundraising	<u>29,983</u>	<u>32,479</u>
<b>Total Expenses</b>	<b><u>2,515,396</u></b>	<b><u>2,411,050</u></b>
Change in Net Assets	60,333	(190,289)
Unrestricted Net Assets, Beginning of Year	<u>179,276</u>	<u>369,565</u>
Unrestricted Net Assets, End of Year	<b><u>\$ 239,609</u></b>	<b><u>\$ 179,276</u></b>

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, 2015

(With Comparative Totals for the Year Ended June 30, 2014)

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>2015 Total</u>	<u>2014 Total</u>
Advertising	\$ 1,722	\$ 48	\$ -	\$ 1,770	\$ 2,757
Accounting fees	-	14,025	-	14,025	7,075
Client services	34,671	115	-	34,786	63,807
Client transportation	4,529	1	-	4,530	13,628
Conferences and conventions	148	118	-	264	1,244
Contract services	43,915	4,702	-	48,617	25,405
Depreciation	189,496	6,641	-	196,137	196,091
Employee benefits	157,532	53,994	2,200	213,726	225,158
Food	102,024	24	-	102,048	92,960
Fundraising expense	-	-	119	119	-
Garbage and trash removal	2,482	60	-	2,542	2,626
Grant expenses	73,980	-	-	73,980	-
Information technology	1,023	5,191	-	6,214	1,030
Insurance	14,764	5,459	-	20,223	13,377
Interest	-	1,676	-	1,676	-
Journals and publications	177	4	-	181	539
Legal fees	1,447	849	-	2,296	-
Membership dues	1,526	641	-	2,167	3,105
Miscellaneous	8,330	8,635	-	16,965	7,321
Mortgage interest	76,963	99,581	-	176,544	254,876
Office supplies	10,388	147	88	10,623	5,758
Operating and maintenance	55,021	1,831	-	56,852	55,055
Operational supplies	29,119	154	-	29,273	24,860
Payroll taxes	91,112	4,703	2,254	98,069	113,419
Postage	489	40	-	529	2,002
Professional fees	8,709	211	-	8,920	14,183
Rent	17,673	-	-	17,673	-
Salaries and wages	1,055,666	194,524	25,322	1,275,512	1,168,445
Snow removal	-	-	-	-	8,887
Staff development	4,412	145	-	4,557	3,757
Staff expenses	-	515	-	515	1,180
Staff travel	1,999	122	-	2,121	6,191
Telephone	3,468	306	-	3,774	3,179
Utilities	66,149	1,601	-	67,750	74,913
Vehicle expenses	20,201	217	-	20,418	18,422
<b>Total functional expenses</b>	<b>\$ 2,079,135</b>	<b>\$ 406,278</b>	<b>\$ 29,983</b>	<b>\$ 2,515,396</b>	<b>\$ 2,411,050</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, 2015

(With Comparative Totals as of June 30, 2014)

Cash Flows From Operating Activities:		
Change in net assets	\$ 60,333	\$ (190,289)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	198,278	196,091
(Increase) Decrease In:		
Accounts receivable	(111,284)	(14,898)
Other current assets	(18,384)	(250)
Increase (Decrease) In:		
Accounts payable	(78,476)	86,639
Accrued expenses and other liabilities	91,631	11,780
	<u>142,098</u>	<u>89,073</u>
Net Cash Provided By Operating Activities		
Cash Flow From Investing Activities:		
Purchase of fixed assets	-	(3,750)
Change in reserve for replacements	(1,395)	(8)
	<u>(1,395)</u>	<u>(3,758)</u>
Net Cash Used By Investing Activities		
Cash Flows From Financing Activities:		
Change in due to related organizations	5,880	45,035
Proceeds from line of credit	51,403	-
Payments to line of credit	(3,500)	-
Principal payments on long term debt	-	(147,183)
Debt issuance costs, net	(46,549)	-
	<u>7,234</u>	<u>(102,148)</u>
Net Cash Provided (Used) By Financing Activities		
Net Increase (Decrease)	147,937	(16,833)
Cash and Cash Equivalents, Beginning of Year	<u>83,838</u>	<u>100,771</u>
Cash and Cash Equivalents, End of Year	\$ <u>231,875</u>	\$ <u>83,938</u>
Supplemental disclosures of cash flow information:		
Interest paid	\$ <u>171,573</u>	\$ <u>255,421</u>
Non-cash debt refinancing	\$ <u>3,930,523</u>	\$ <u>-</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, 2015, 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, 2015, 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 \$246,336 and \$97,004 at June 30, 2015 and 2014, 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>2015</u>	<u>2014</u>
Insured by FDIC	\$ <u>265,213</u>	\$ <u>115,750</u>
Total Bank Balance	\$ <u><u>265,213</u></u>	\$ <u><u>115,750</u></u>

**4. Accounts Receivable, Net:**

Accounts receivable at June 30, 2015 consists of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 144,469	\$ -	\$ 144,469
Medicaid	89,746	(22,437)	67,309
State	73,960	-	73,960
Other	<u>47,897</u>	<u>-</u>	<u>47,897</u>
Total	\$ <u><u>356,072</u></u>	\$ <u><u>(22,437)</u></u>	\$ <u><u>333,635</u></u>

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

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

	<u>2015</u>	<u>2014</u>
Land	\$ 742,500	\$ 742,500
Land improvements	1,743	1,743
Building	5,646,560	5,646,560
Building improvements	22,637	22,637
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	6,481,524
Less: accumulated depreciation	<u>(663,852)</u>	<u>(467,715)</u>
Total	<u>\$ 5,817,672</u>	<u>\$ 6,013,809</u>

Depreciation expense for the years ended June 30, 2015 and 2014 totaled \$196,137 and \$196,091, respectively.

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

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

**6. Reserve for Replacements:**

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

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

Accrued expenses and other liabilities consist of the following:

	<u>2015</u>	<u>2014</u>
Accrued payroll and related liabilities	\$ 203,828	\$ 105,878
Accrued interest	5,175	11,346
HSA liability	-	148
Total	<u>\$ 209,003</u>	<u>\$ 117,372</u>

**8. Due to Related Organizations:**

Due to related organizations represents short-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, 2015 are as follows:

	<u>2015</u>	<u>2014</u>
Current:		
Harbor Homes, Inc.	\$ 56,975	\$ 55,249
Healthy at Home, Inc.	96,280	95,440
Milford Regional Counseling Services	3,862	-
Southern New Hampshire HIV/AIDS Task Force	<u>26,507</u>	<u>27,055</u>
Total	<u>\$ 183,624</u>	<u>\$ 177,744</u>

**9. Bonds Payable:**

Bonds payable as of June 30, 2015 were as follows:

\$3,963,900 in New Hampshire Health and Education Facilities Authority bonds, dated September 15, 2014, due in monthly installments of \$19,635, including principal and interest at 4.00%, maturing in 2042, secured by real property, guaranteed by Harbor Homes, Inc.	<u>\$ 3,905,364</u>
Total	3,905,364
Less amount due within one year	<u>(80,825)</u>
Long term debt, net of current portion	<u>\$ 3,824,539</u>



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

<u>Year</u>	<u>Amount</u>
2016	\$ 80,825
2017	84,165
2018	87,594
2019	91,163
2020	94,490
Thereafter	<u>3,467,127</u>
Total	\$ <u>3,905,364</u>

**10. Mortgages Payable, Deferred:**

The Organization received special financing as partial funding for a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. Certain covenants apply related to eligibility and use of the mortgaged property. The balance of these notes at June 30, 2015 is as follows:

- Federal Home Loan Bank of Boston – Affordable Housing Program \$385,000
- New Hampshire Housing Finance Authority \$1,500,000

**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 rents space from Harbor Homes, Inc., a related organization. Rent expense for the year under this agreement was approximately \$17,000.

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, 2015 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, 2015 and 2014 were \$39,674 and \$26,267, respectively.

**14. 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, 2015, the State of New Hampshire accounted for 50% and Medicaid accounted for 35% of total revenues.

**15. 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>
Bonds payable	\$ 3,905,364	\$ 3,905,364	\$ -	\$ 3,905,364	\$ -
Mortgages payable, deferred	1,885,000	1,885,000	-	1,885,000	-
Due to related organizations	<u>183,625</u>	<u>183,625</u>	<u>-</u>	<u>-</u>	<u>183,625</u>
Total liabilities	\$ <u>5,973,989</u>	\$ <u>5,973,989</u>	\$ <u>-</u>	\$ <u>5,790,364</u>	\$ <u>183,625</u>

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
	<u>Due to related</u>
Beginning balance June 30, 2014	\$ 177,744
Advances	163,654
Reductions	<u>(157,773)</u>
Ending balance June 30, 2015	<u>\$ 183,625</u>

**16. Subsequent Events:**

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2015 through December 10, 2015, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

**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 Aponovlch - (603) 445-1111

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

Joel Jaffe - (603) 883-1111

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

Vincent Chamberlain - (603) 445-1111

**Chair of the Board**

Lynn King - (603) 883-1111

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

Laurie Des Rochers - (603) 445-1111

- (Facilities Committee)

Melissa Knight - (603) 883-1111

- (HCC Oversight Committee)

Phil Duhalme - (603) 445-1111

- (Governance Committee)  
 - (Executive Committee)

Naomi Moody - (603) 883-1111

(no committee assignment)

Laurie Goguen - (603) 445-1111

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

Rick Plante - (603) 883-1111

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

Nathan Goodwin - (603) 445-1111

- (Governance Committee)  
 - (RDP Committee)

Phil Richard - (603) 883-1111

- (Facilities Committee)  
 - (Governance Committee)

Alphonse Haettenschwiler - (603) 445-1111

- (Finance Committee)  
 - (Chair, HCC Oversight Committee)

Dan Sallet - (603) 883-1111

- (Finance Committee)

**Annette Escalante, MSW, MLADC**

Evening Phone: [REDACTED]  
Day phone: 603-867-2224  
E-mail: [anette@concord.net](mailto:anette@concord.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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# Jill Burns, LCMHC, MLADC

178 Burns Hill Rd  
Wilton, NH 03086  
(603) 620-1808  
[jill-burns@hotmail.com](mailto:jill-burns@hotmail.com)

Qualifications: Experienced professional with 20 years working in the Human Services field. Strengths include a strong team player, organized, excellent communication and writing skills, motivated, and strong work ethic.

## Accomplishments

- Supervised, evaluated and been responsible for daily functions of an adult residential drug and alcohol treatment facility, as well as an outpatient drug and alcohol treatment facility.
- Counseled adult clients with dual diagnosis (substance abuse & mental health).
- Counseled young clients, age 6 to 21, with emotional & behavioral handicaps, multiple diagnoses, impaired mental functioning, and physical handicaps.
- Developed and led groups & classes with both children and adults populations.
- Responsible for individual casework.
- Performed diagnostic assessments for clients that determined appropriate level of care in drug and alcohol treatment center.
- Assisted in developing assessment tool used to determine eligibility into treatment programs and level of care needed.
- Responsible for statistical information: tracking, formulating and organizing into quantitative data.
- Worked with outside agencies and referred where appropriate.
- Proficient in completing Biopsychosocials, GAINs, ASI assessments, and LADC evaluations.
- Trained in WITs.
- Trained in M.A.T.R.S.
- Trained in GAINs.
- Performed behavioral observations, behavior planning and interventions, as well as implemented behavior systems.
- Supervised and been responsible for daily functions of a group home for mentally, emotionally, and physically handicapped adolescents.
- Instructed and assisted group home residents with completion of their daily living skills and completion of the goals in their IEPs.

## Relevant Work Experience

- Director of Clinical Services, Keystone Hall (11/4/15 – Present).
- Outpatient Supervisor/Co-Occurring Counselor, Keystone Hall (1/2/13 – 11/3/15).
- Co-Occurring Residential Counselor, Farnum Center (11/2011-12/2012).
- Residential Coordinator, Farnum Center (7/2010-11/2011).
- Admission Coordinator, Farnum Center (2006-2010).
- Assistant Group Home Manager, Lead Counselor, Residential Counselor, and Teacher Aide, Crotched Mountain Rehabilitation Center (1997 – 2006).
- Psychological Services Unit Intern, Crotched Mountain Rehabilitation Center (Aug 2004 – May 2005).
- Residential Counselor, Spaulding Youth Center (1996-1997).
- Middle School Guidance Office Intern (Jan 1995 – May 1995).

## Education & Licensure

- Licensed Clinical Mental Health Counselor (LCMHC).
- Masters Licensed Alcohol & Drug Counselor (MLADC).
- Masters degree in Mental Health Counseling, Antioch Graduate School, 2007.
- Bachelor of Arts in Psychology, New England College, 1995. Graduated Summa Cum Laude and received the Jameson Award for highest G.P.A.



**Cynthia Aguiar**

**SKILLS AND ABILITIES:**

LADC Counselor  
Intake/Needs Assessment  
Crisis Intervention  
Teaching Skills

Supervisory Capabilities  
Group Facilitator  
Domestic Violence Counseling  
WITS Abilities

**PROFESSIONAL EXPERIENCE:**

8/2013 – Present      **Keystone Hall Substance Abuse Counselor**

Intakes, assessments and documentation with WITS Program  
Substance Abuse and Mental Health Evaluations  
Individual and Family Counseling  
Group Facilitator  
Crisis Intervention and mediation  
Collaborate with other state and federal agencies  
DCF, Parole and Probation Involvement

2010 – 8/2013      **Keystone Hall Transitional Living Program Coordinator**

Intakes and documentation with WITS Program  
Case Management  
Collaborate with other state and federal agencies  
DCF, Parole and Probation Involvement  
Maintain relationships and confidential records  
Referrals to other agencies  
Group Facilitation

11/2006 – Present      **Community Action, Inc. Family Daycare**

Case Management of DSS involved families  
Maintain relationships and confidential records with DSS  
Collaborate with other state agencies  
Crisis Intervention, mediation and facilitation

8/2003 – 4/2006      **Community Action Inc. Seacoast Even Start –  
Co-Coordinator /Family Outreach Coordinator**

Intakes, goals and family action plans  
Develop, documented Implemented parent education component  
Develop summer and fall programs

Implement PACT family activities  
Develop partnerships with local businesses  
Outreach and marketing  
Planning and implementing staff meetings  
Supervision of teaching staff  
Maintain DSS, DARE, Head Start & Women's Crisis contacts  
Grant Preparation  
Home visiting with high-risk families  
Referrals as needed

9/2001 – 12/2001      **Community Action, Inc. School Age Program - Site Coordinator**

Managed program and prepared daily activities for children ages 6-12 years  
Parent education, nutrition and curriculum development

8/2000 – 9/2001      **Girls Incorporated - Director of Child Care Services**

Case management of DSS involved families  
Case management with families from Child Care Circuit  
Director of inner city summer program  
Food program coordinator  
7D License

9/1994 – 9/1998      **US Navy Family Licensed Daycare  
Program Coordinator**

Implemented educational daycare program - emphasis on motor skills and creativity

8/1981 – 8/1994      **Vista Hill Psychiatric Hospital  
Coordinator of Young Winner's Program**

Case management  
Group facilitator for inpatient dual-diagnosed patients  
Group facilitator for outpatient adolescent after care program  
Taught parent education group, with emphasis on substance abuse

## **EDUCATION**

5/2013 – current      **LADC License**

8/2005 -8/2011      **Springfield College**

Master's Degree in Mental Health Counseling 8/2011  
Internship: Keystone Transitional Living Program  
Bachelor's Degree in Psychology 12/2006

8/1989 – 6/1998      **San Diego State University - Internship**

Pre-release Substance Abuse Program

# Jaime Nicole Gormley

## Education

### **Master of Arts in Social Work**

2008 University of New Hampshire Manchester, NH

- 3.66 Cumulative GPA

### **Bachelor of Arts in Psychology w/ minor in Elementary Education**

2003 Western New England College Springfield, MA

- 3.65 Cumulative GPA, Deans List all semesters
- Psi Chi National Honor Society and Mortar Board National Honor Society

## Professional Licenses

Licensed Independent Clinical Social Worker – November 22, 2010

Master Licensed Alcohol and Drug Counselor – January 14, 2010

## Social Work

### **Outpatient Coordinator-Keystone Hall**

**Nashua, NH – November 2015 – Present**

- Promoted to supervisor role
- Provide supervision to outpatient clinicians on best practice
- Verify funding sources for accuracy before processing
- Work directly with insurance agencies for authorizations

## Mental Health/Outpatient Substance Abuse Counselor-Keystone Hall

**Nashua, NH – March 2014 - Present**

- Perform individual co-occurring counseling to individuals
- Complete LADC evaluations and Addiction Severity Index assessments
- Establish and implement treatment plans
- Provide Aftercare counseling services for required Impaired Driver Program clients

### **Mental Health/Substance Abuse Counselor-Cynthia Day Family Center at Keystone Hall**

**Nashua, NH – September 2012 – March 2014**

- Perform individual co-occurring counseling to pregnant, post-partum and parenting women
- Facilitate group counseling, successfully implement several evidence-based curriculums
- Complete Bio-Psych-Social and Mental Health Assessments
- Establish and implement treatment plans
- Provide clinical supervisor to team members as well as masters level interns
- Excel in crisis counseling and de-escalation techniques
- Provide intensive case management

### **Adolescent Substance Abuse Counselor-Child and Family Services**

**Manchester, NH – January 2008-March 2011, November 2011-July 2012**

- Performed individual, family and group substance abuse and co-occurring counseling to adolescents and families dealing with addiction and mental illness
- Established and implemented treatment plans and monitored client's progress towards goals
- Successfully execute the evidence-based intervention, A-CRA
- Assessed history and provided clinical recommendations using the Global Assessment of Needs
- Co-facilitated the Intensive Outpatient Program for youth 12-22 years old

**Therapist-Milford Regional Counseling Services**

**Milford, NH - March 2011-December 2011**

- Fee for service, part-time clinician
- Performs individual and family mental health and substance abuse counseling
- Completed LADC evaluations and Aftercare services for individuals with DWI's
- Utilizes Cognitive Behavioral Therapy to facilitate change

**Youth Counselor III-Tobey School,**

**Concord, NH – April 2006-January 2008**

- Promoted to supervisor position after working as a youth counselor I and II
- Responsible for direct care and daily supervisor of youth served, as well as oversight of the program
- Performed behavior modification interventions to assist youth back into their communities
- Excelled in crisis counseling intervention and de-escalation techniques
- Co-therapist in family therapy sessions
- Developed and implemented curriculum for group counseling

**Department of Children, Youth and Families – Academic Internship**

**Manchester, NH – Sept-2006-May 2007**

- Performed case management skills to fulfill needs of youth
- Acted as an essential member of Permanency Planning Team
- Helped youth with Independent Living planning and paperwork
- Conducted home visits on children in the states care to support foster families
- Supervised visits between in care children and biological parents

Greater Nashua Council on Alcoholism  
 Ryan White

Key Personnel						
Name	Job Title	Salary	% Paid from this Contract	Amount	Benefit	Amount Paid from this Contract
Annette Escalante	Director	88,000	0.2	17600	1,408	19,008
Jill Burns	LADC	47,000	0.2	9400	752	9400
Cynthia Aguiar	LMHC	41,600	0.3	12480	998	12480
Jamie Gormley	LICSW	51,961	0.3	17697	1,416	19113
				<b>57177</b>	<b>4574</b>	<b>60000</b>
				0	0	0
				0		

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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  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



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

APPROVED F/C	X
DATE	
APPROVED G&C #	26
DATE	8/5/15
NOT APPROVED	

**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.

VENDOR	LOCATION
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



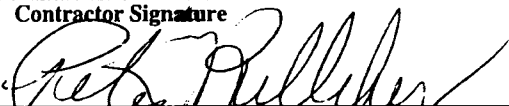
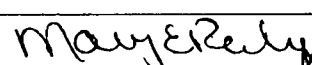
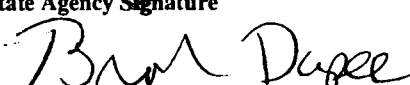
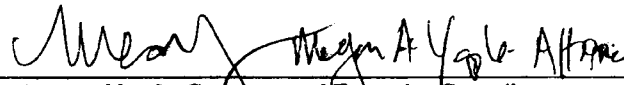
Subject: New Hampshire Ryan White CARE Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. 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>3/15/15</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.

Contractor Initials: PN  
Date: 3/25/15

**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 attached and are incorporated herein by reference. Each

Contractor Initials:

Date:

  
3/15/15

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

*ML*  
3/25/15



## 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*  
Date 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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.


*[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

  
Date 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

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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:

[Signature]  
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):

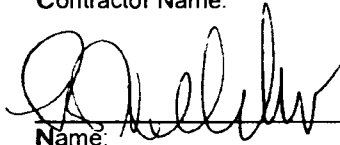
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under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

Contractor Name:

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

3/25/15  
Date





**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

JW  
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.

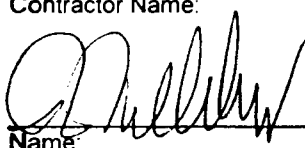
**PRIMARY COVERED TRANSACTIONS**

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 (I)(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:  
  
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

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

Contractor Initials

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:

[Signature]  
Name:  
Title:

Exhibit G

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

Contractor Initials

[Signature]

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

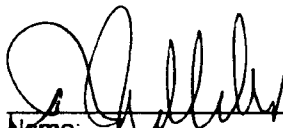
  
Name:  
Title:



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.

*IN*

*9/25/15*



**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:

[Signature]  
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

  
3/25/15





**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the**

**NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract**

This first Amendment to the NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract, (hereinafter referred to as "Amendment #1") dated this 24th day of February, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Harbor Homes, Inc. (hereinafter referred to as "the Contractor") a nonprofit corporation with a place of business located at 45 High Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 16, 2015, Item #11, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS the parties agree to increase the contract price limitation and extend the contract completion date to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2018
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$90,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
(603) 271-9558



New Hampshire Department of Health and Human Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

Date 4/29/16

State of New Hampshire  
Department of Health and Human Services

Marcella J. Bobinsky  
Name: Marcella J. Bobinsky  
Title: Acting Director

Date 3/1/16

Harbor Homes, Inc.  
Peter Kelleher  
Name: Peter Kelleher  
Title: President and CEO

Acknowledgement:

State of New Hampshire, County of Hillsborough on March 1<sup>st</sup>, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Wendy Nichols, Notary  
Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/12/14  
Date

[Signature]  
Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

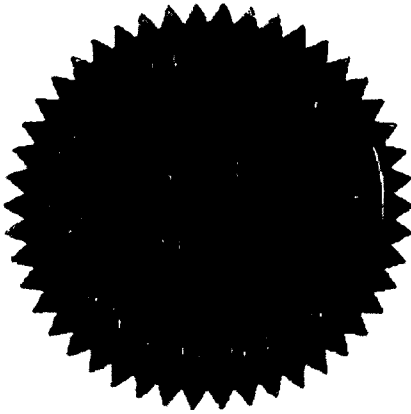
\_\_\_\_\_  
Date

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

*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 HARBOR HOMES, INC. is a New Hampshire nonprofit corporation formed February 15, 1980. 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 14<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, 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 Harbor Homes, Inc.  
(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 3/1/16:  
(Date)

**RESOLVED:** That the President and 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 1<sup>st</sup> day of March, 2016.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President and 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 1<sup>st</sup> day of March, 2016.

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

Wendy Nichols, Notary  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/4/19





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/30/2015

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).**

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C No. Ext): 603-882-2766 E-MAIL ADDRESS: kgutekunst@eatonberube.com	FAX (A/C No):	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance INSURER B: QBE Insurance Corp INSURER C: Lexington INSURER D: INSURER E: INSURER F:		NAIC #
INSURED Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	HARHO		

**COVERAGES**

CERTIFICATE NUMBER: 1348914431

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	<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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	Y		ZBV970714702	7/1/2015	7/1/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COM/OP AGG	\$3,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AHV9706003	7/1/2015	7/1/2016	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UHV970913302	7/1/2015	7/1/2016	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
B	<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	QWC3000636	11/26/2015	11/26/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
C	<b>Professional Liability</b> <b>Abuse &amp; Molestation</b> <b>Emp'l Benefits Liability</b>			017570426	7/1/2015	7/1/2016	\$1,000,000	\$3,000,000
							\$1,000,000	\$3,000,000
							\$1,000,000	\$3,000,000

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

Additional Named Insureds:  
 Harbor Homes, Inc. - FID# 020351932  
 Harbor Homes II, Inc.  
 Harbor Homes III, Inc.  
 Healthy at Homes, Inc. -FID# 043364080  
 Milford Regional Counseling Service, Inc. -FID# 222512360  
 See Attached...

**CERTIFICATE HOLDER**

Contracts & Procurement  
 DHHS, State of NH  
 129 Pleasant Street  
 Concord NH 03301

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

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

## **Mission Statements**

### **Harbor Homes, Inc.:**

The mission of Harbor Homes, Inc. is to create and provide quality residential and supportive services for persons (and their families) challenged by mental illness and homelessness.

### **Welcoming Light Inc.:**

To provide residential and support services to elderly and disabled individuals in a manner that is compassionate, flexible, and emphasizes independence

### **Milford Regional Counseling Services, Inc.:**

To provide affordable counseling services to individuals and families

### **Greater Nashua Council on Alcoholism, Inc.**

"To empower the chemically dependent person to take responsibility toward recovery through professional counseling in a caring environment"

### **Healthy at Home, Inc.:**

To enhance the lives of people with illness or injury through a cooperative relationship with the community, professional medical service providers, and organizations that serve people in need of healthcare



**HARBOR HOMES, INC.**  
**Financial Statements**  
**For the Year Ended June 30, 2015**  
**(With Independent Auditors' Report Thereon)**

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Harbor Homes, Inc.

Additional Offices:  
Andover, MA  
Greenfield, MA  
Manchester, NH  
Ellsworth, ME

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

We have audited the accompanying financial statements of Harbor Homes, Inc., which comprise the statement of financial position as of June 30, 2015, 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 Harbor Homes, Inc. as of June 30, 2015, 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 Harbor Homes, Inc.'s fiscal year 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 15, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014 is consistent, in all material respects, with the audited financial statements from which it has been derived.

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

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015 on our consideration of the Harbor Homes, Inc.'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 Harbor Homes Inc.'s internal control over financial reporting and compliance.

*Melanson Heath*

December 10, 2015

HARBOR HOMES, INC.

Statement of Financial Position

June 30, 2015

(With Comparative Totals as of June 30, 2014)

<u>ASSETS</u>	<u>2015</u>	<u>2014</u>
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 191,326	\$ 170,394
Investments	10,299	-
Accounts receivable, net	1,020,434	1,009,099
Patient services receivable, net	290,292	428,888
Promises to give	-	50,000
Due from related organizations	90,703	24,522
Prepaid expenses	66,069	28,575
Total Current Assets	<u>1,689,123</u>	<u>1,711,476</u>
<b>Noncurrent Assets:</b>		
Property and Equipment, net of accumulated depreciation	20,069,439	19,999,007
Restricted deposits and funded reserves	346,027	320,291
Due from related organizations	318,935	352,502
Beneficial interest	149,503	148,204
Deferred compensation plan	91,937	40,936
Total Noncurrent Assets	<u>20,975,841</u>	<u>20,860,940</u>
Total Assets	<u>\$ 22,644,964</u>	<u>\$ 22,572,416</u>
<u>LIABILITIES AND NET ASSETS</u>		
<b>Current Liabilities:</b>		
Accounts payable	\$ 448,625	\$ 600,049
Accrued expenses	720,016	704,676
Due to related organizations	109,364	160,868
Line of credit	733,319	400,868
Deferred revenue	2,259	2,333
Current portion of capital leases payable	43,126	-
Current portion of mortgages payable	201,707	198,801
Total Current Liabilities	<u>2,258,416</u>	<u>2,087,595</u>
<b>Long Term Liabilities:</b>		
Security deposits	42,494	41,529
Deferred compensation plan	91,937	40,936
Other liabilities	-	13,783
Capital leases payable, net of current portion	61,431	-
Mortgages payable, tax credits	121,367	142,410
Mortgages payable, net of current portion	7,191,180	7,383,828
Mortgages payable, deferred	5,332,834	5,332,834
Total Long Term Liabilities	<u>12,841,243</u>	<u>12,955,320</u>
Total Liabilities	15,099,659	15,022,915
Unrestricted Net Assets	7,498,125	7,499,959
Temporarily Restricted Net Assets	47,180	49,542
Total Net Assets	<u>7,545,305</u>	<u>7,549,501</u>
Total Liabilities and Net Assets	<u>\$ 22,644,964</u>	<u>\$ 22,572,416</u>

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

HARBOR HOMES, INC.

Statement of Activities

For the Year Ended June 30, 2015

(With Comparative Totals for the Year Ended June 30, 2014)

	Unrestricted <u>Net Assets</u>	Temporarily Restricted <u>Net Assets</u>	2015 <u>Total</u>	2014 <u>Total</u>
<b><u>Public Support and Revenue:</u></b>				
<b>Public Support:</b>				
Federal grants	\$ 3,343,768	\$ -	\$ 3,343,768	\$ 6,117,734
State, local, and other grants	2,354,114	-	2,354,114	1,718,713
Contributions	397,840	47,050	444,890	273,062
Fundraising events	1,522	-	1,522	52,519
Net assets released from restriction	<u>49,412</u>	<u>(49,412)</u>	<u>-</u>	<u>-</u>
Total Public Support	6,146,656	(2,362)	6,144,294	8,162,028
<b>Revenue:</b>				
Department of Housing and Urban Development	2,872,237	-	2,872,237	2,781,626
Veterans Administrative grants	2,464,140	-	2,464,140	2,228,141
Contracted services	1,008,778	-	1,008,778	1,254,522
Patient service revenues, net (see Note 23)	893,197	-	893,197	227,575
Medicaid - Federal and State, net	820,177	-	820,177	789,603
Rent and service charges, net	438,744	-	438,744	655,416
Other fees and miscellaneous	212,486	-	212,486	279,258
Other patient revenues	144,598	-	144,598	91,975
Outside rent	110,841	-	110,841	95,816
Management fees	35,478	-	35,478	32,796
Interest	1,393	-	1,393	164
Unrealized gain/(loss)	1,315	-	1,315	20,185
Gain (loss) on disposal of fixed assets	<u>332,618</u>	<u>-</u>	<u>332,618</u>	<u>601,751</u>
Total Revenue	<u>9,336,002</u>	<u>-</u>	<u>9,336,002</u>	<u>9,056,828</u>
Total Public Support and Revenue	15,482,658	(2,362)	15,480,296	17,218,856
<b><u>Expenses:</u></b>				
Program	13,331,133	-	13,331,133	10,852,114
Administration	1,772,573	-	1,772,573	1,817,339
Fundraising	<u>380,786</u>	<u>-</u>	<u>380,786</u>	<u>481,768</u>
Total Expenses	<u>15,484,492</u>	<u>-</u>	<u>15,484,492</u>	<u>13,151,221</u>
Change in net assets	(1,834)	(2,362)	(4,196)	4,067,635
Net Assets, Beginning of Year	<u>7,499,959</u>	<u>49,542</u>	<u>7,549,501</u>	<u>3,481,866</u>
Net Assets, End of Year	<u>\$ 7,498,125</u>	<u>\$ 47,180</u>	<u>\$ 7,545,305</u>	<u>\$ 7,549,501</u>

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

HARBOR HOMES, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2015

(With Comparative Totals for the Year Ended June 30, 2014)

	<u>Program</u>	<u>Administration</u>	<u>Fundraising</u>	<u>2015 Total</u>	<u>2014 Total</u>
<b>Expenses:</b>					
Accounting fees	\$ -	\$ 45,104	\$ -	\$ 45,104	\$ 48,400
Advertising and promotion	2,902	2,950	69	6,921	30,423
Client expenses	237,585	-	-	237,585	145,130
Conferences, conventions, and meetings	25,280	286	73	25,639	37,062
Contract labor	287,605	1,984	-	289,589	261,832
Employee benefits	740,651	265,521	48,032	1,054,204	838,648
Grants	257,722	-	-	257,722	295,416
Information technology	96,497	51,917	-	148,414	94,220
Insurance	83,672	15,389	1,346	100,407	94,021
Interest	413,629	43,126	1,098	457,853	419,945
Legal fees	5,195	20,157	325	25,677	47,942
Management fees	10,518	-	-	10,518	8,984
Occupancy	4,373,241	69,750	4,031	4,447,022	3,593,603
Office expenses	154,483	50,221	2,293	206,997	181,493
Operational supplies	137,619	566	468	138,653	99,313
Other expenses	20,321	36,234	19,128	75,683	75,445
Payroll taxes	399,451	68,687	23,027	491,165	482,708
Professional fees	225,431	52,621	2,928	280,980	237,612
Salaries and wages	4,868,552	900,109	272,338	6,040,999	5,320,645
Security deposits	139,407	900	-	140,307	117,348
Staff development and expenses	43,049	43,670	49	86,768	23,287
Travel	47,703	2,083	374	50,160	60,948
Total Expenses Before Depreciation	<u>12,570,513</u>	<u>1,671,275</u>	<u>375,579</u>	<u>14,617,367</u>	<u>12,515,405</u>
Depreciation and amortization	<u>760,620</u>	<u>101,298</u>	<u>5,207</u>	<u>867,125</u>	<u>635,816</u>
Total Functional Expenses	<u>\$ 13,331,133</u>	<u>\$ 1,772,573</u>	<u>\$ 380,786</u>	<u>\$ 15,484,492</u>	<u>\$ 13,151,221</u>

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

HARBOR HOMES, INC.

Statement of Cash Flows

For the Year Ended June 30, 2015

(With Comparative Totals for the Year Ended June 30, 2014)

	<u>2015</u>	<u>2014</u>
<b>Cash Flows From Operating Activities:</b>		
Change in net assets	\$ (4,196)	\$ 4,067,635
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	867,125	635,816
(Gain) loss on disposal of fixed assets	(332,618)	(601,751)
(Gain) on beneficial interest	(1,299)	(19,967)
(Increase) Decrease In:		
Accounts receivable	(11,333)	(742,710)
Patient services receivable	138,594	-
Promises to give	50,000	50,000
Prepaid expenses	(37,494)	(1,372)
Increase (Decrease) In:		
Accounts payable	(151,424)	355,331
Accrued expenses	15,340	207,140
Deferred revenue	(74)	(61,324)
Other liabilities	(13,783)	9,535
Net Cash Provided by Operating Activities	<u>518,838</u>	<u>3,898,333</u>
<b>Cash Flows From Investing Activities:</b>		
Restricted deposits and funded reserves	(25,736)	(120,585)
Security deposits	965	4,107
Proceeds from sale of fixed assets	395,370	866,502
Purchase of fixed assets	(868,311)	(4,043,454)
Purchase of investments	(10,299)	-
Net Cash Used by Investing Activities	<u>(508,011)</u>	<u>(3,293,430)</u>
<b>Cash Flows From Financing Activities:</b>		
Borrowings from line of credit	1,584,496	-
Payments on line of credit	(1,232,045)	(407,000)
Payments on long term borrowings	(238,228)	(407,900)
Net change in due to/from related organizations	(84,118)	(60,131)
Net Cash Provided by (Used for) Financing Activities	<u>10,105</u>	<u>(875,031)</u>
<b>Net Increase (Decrease)</b>	<b>20,932</b>	<b>(270,128)</b>
<b>Cash and Cash Equivalents, Beginning of Year</b>	<u>170,394</u>	<u>440,522</u>
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 191,326</u>	<u>\$ 170,394</u>
<b>Supplemental disclosures of cash flow information:</b>		
Interest paid	<u>\$ 457,717</u>	<u>\$ 429,621</u>
Non-cash financing activities	<u>\$ 132,000</u>	<u>\$ 518,515</u>

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



## HARBOR HOMES, INC.

### Notes to the Financial Statements

#### 1. **Organization:**

Harbor Homes, Inc. (the Organization) is a nonprofit organization that creates and provides quality residential and supportive services for persons (and their families) challenged by mental illness and/or homelessness in the State of New Hampshire. Programs include mainstream housing, permanent housing, transitional housing, and emergency shelter, as well as comprehensive support services that include peer support programs, job training, a paid employment program, and social and educational activities.

In addition to housing and supportive services, the Organization runs a health care clinic that is a Federally Qualified Health Center (FQHC) offering primary medical services to the homeless and/or low-income individuals.

#### 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.

### Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

### 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, management has taken into account a variety of factors.

### Patient Services Receivable, Net

Patient services receivable result from the health care services provided by the Organization's federally qualified health care center. Additions to the allowance for doubtful accounts result from the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance for doubtful accounts. The amount of the allowance for doubtful accounts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in Medicare and Medicaid health care coverage, and other indicators.

For receivables associated with services provided to patients who have third-party coverage, which includes patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the

Organization analyzes contractually due amounts and provides an allowance for doubtful collections and a provision for doubtful collections, if necessary. For receivables associated with self-pay patients, the Organization records a significant provision for doubtful collections in the period of service on the basis of its past experience, which indicates that many patients are unable to pay the portion of their bill for which they are financially responsible. The difference between the billed rates and the amounts actually collected after all reasonable collections efforts have been exhausted is charged off against the allowance for doubtful collections. The Organization has not changed its financial assistance policy in 2015. The Organization does not maintain a material allowance for doubtful collections from third-party payors, nor did it have significant write-offs from third-party payors.

#### Property and Equipment

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.

#### Patient Service Revenues, Net

Patient service revenues, net is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered. Self-pay revenue is recorded at published charges with charitable allowances deducted to arrive at net self-pay revenue. All other patient services revenue is recorded at published charges with contractual allowances deducted to arrive at patient services, net. Reimbursement rates are subject to revisions under the provisions of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred. Included in third-party receivables are the outstanding uncompensated care pool payments.

#### Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue (see Note 23).

#### 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

Harbor Homes, Inc. 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, 2015, 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 to 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 \$547,652 at June 30, 2015. 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 at June 30, 2015. The bank balance is categorized as follows:

Insured by FDIC	\$ 445,879
Insured by SIPC	69,994
Uninsured and uncollateralized	<u>52,583</u>
Total Bank Balance	<u>\$ 568,456</u>

### **4. Investments:**

The Organization's investments are reported on the basis of quoted market prices and consist of the following at June 30, 2015:

	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain or (Loss) To Date</u>
Stocks	\$ <u>10,299</u>	\$ <u>10,299</u>	\$ <u>-</u>
Total	\$ <u>10,299</u>	\$ <u>10,299</u>	\$ <u>-</u>

### **5. Receivables, Net:**

Accounts receivable at June 30, 2015 consists of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 867,631	\$ -	\$ 867,631
Medicaid	71,825	-	71,825
Other	51,590	-	51,590
Residents	84,245	(59,903)	24,342
Security deposits	<u>5,046</u>	<u>-</u>	<u>5,046</u>
Total	\$ <u>1,080,337</u>	\$ <u>(59,903)</u>	\$ <u>1,020,434</u>

Patient accounts receivable, related to the Organization's federally qualified health care center, consisted of the following at June 30, 2015:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid	\$ 191,715	\$ -	\$ 191,715
Medicare	39,250	-	39,250
Other	<u>329,274</u>	<u>(269,947)</u>	<u>59,327</u>
Total	<u>\$ 560,239</u>	<u>\$ (269,947)</u>	<u>\$ 290,292</u>

**6. Due To/From Related Organizations:**

Due to/from related organizations represents amounts due to and from Harbor Homes, Inc. from related entities whereby common control is shared with the same Board of Directors (See Note 19). These balances exist because certain receipts and disbursements of the related organizations flow through the Harbor Homes, Inc. main operating cash account. The related organizations and their balances at June 30, 2015 are as follows:

	<u>Due From</u>	<u>Due to</u>
Current:		
Healthy at Home	\$ -	\$ 99,125
Southern NH HIV/AIDS Task Force	-	10,239
Greater Nashua Council on Alcoholism	56,975	-
HH Ownership, Inc.	17,495	-
Harbor Homes III, Inc.	<u>16,233</u>	<u>-</u>
Subtotal current	90,703	109,364
Noncurrent:		
Milford Regional Counseling Services, Inc.	50,033	-
Harbor Homes II, Inc.	121,150	-
Welcoming Light, Inc.	<u>147,752</u>	<u>-</u>
Subtotal noncurrent	<u>318,935</u>	<u>-</u>
Total	<u>\$ 409,638</u>	<u>\$ 109,364</u>

Although management believes the above receivables to be collectible, there is significant risk that the noncurrent portion may not be.

**7. Prepaid Expenses:**

Prepaid expenses consist of the following items:

Prepaid HRA	\$ 38,543
Prepaid software maintenance	26,000
Prepaid other	<u>1,526</u>
Total	\$ <u>66,069</u>

**8. Property, Equipment and Depreciation:**

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

Land	\$ 1,747,190
Land improvements	12,290
Buildings	16,130,760
Building improvements	5,983,486
Software	410,041
Vehicles	211,878
Furniture and fixtures	148,622
Equipment	372,116
Dental equipment	141,716
Medical equipment	<u>58,022</u>
Subtotal	25,216,121
Less: accumulated depreciation	<u>(5,146,682)</u>
Total	\$ <u>20,069,439</u>

Depreciation expense for the year ended June 30, 2015 totaled \$867,125.

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

<u>Assets</u>	<u>Years</u>
Land improvements	15
Buildings and improvements	10 - 40
Software	3
Vehicles	3
Furniture and fixtures	5 - 7
Equipment and medical equipment	5 - 7

**9. Restricted Deposits and Funded Reserves:**

Restricted deposits and funded reserves consist of escrow accounts and reserves which are held for various purposes. The following is a summary of the restricted accounts:

	<u>Program Operations</u>
Security deposits	\$ 37,447
Reserve for replacements	304,214
Residual receipt deposits	<u>4,366</u>
Total	<u>\$ 346,027</u>

Security deposits held will be returned to tenants when they vacate. Reserve for replacement accounts are required by the Department of Housing and Urban Development (HUD) and the City of Nashua and are used for the replacement of property with prior approval. Residual receipt deposits are required by the Department of Housing and Urban Development and are to be used at the discretion of HUD.

**10. Beneficial Interest:**

The Organization has a beneficial interest in the Harbor Homes, Inc. Fund (the Fund), a component fund of the New Hampshire Charitable Foundation's (the Foundation) Nashua Region. The Organization will receive distributions from the Fund based on a spending allocation, which is a percentage of the assets set by the Foundation and reviewed annually. The current spending percentage is 4.5% of the market value (using a 20-quarter average) of the Fund. At June 30, 2015, the value of the fund was \$149,503.

**11. Accrued Expenses:**

Accrued expenses include the following:

	<u>Program Operations</u>
Mortgage interest	\$ 2,474
Payroll and related taxes	313,560
Compensated absences - vacation time	361,016
Compensated absences - personal time	<u>42,966</u>
Total	<u>\$ 720,016</u>



**12. Line of Credit:**

At June 30, 2015, the Organization had a \$1,000,000 of credit available from TD Bank, N. A. due February 28, 2016, secured by all assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the bank's base rate plus 1% adjusted daily. As of June 30, 2015, the credit line had an outstanding balance of \$733,319 at an interest rate of 4.25%.

**13. Security Deposits:**

Security deposits are comprised of tenant security deposits and other miscellaneous deposits. Tenant security deposits are held in a separate bank account in the name of the Organization. These deposits will be returned to residents when they leave the facility. Interest will be returned to residents who have had over one year of continuous tenancy.

**14. Capital Leases:**

The Organization is the lessee of certain equipment under a capital lease expiring in November of 2017. Future minimum lease payments under this lease are as follows:

<u>Year</u>	<u>Amount</u>
2016	\$ 47,985
2017	47,985
2018	<u>15,995</u>
Total	\$ <u>111,965</u>

At June 30, 2015, equipment of \$132,000, net of amortization of \$6,600, related to the above capital leases.

**15. Mortgages Payable, Tax Credits:**

Mortgages payable, tax credits consist of a mortgage payable to the Community Development Finance Authority through the Community Development Investment Program, payable through the sale of tax credits to donor organizations, maturing in 2020, secured by real property located at 59 Factory Street in Nashua, NH. This amount is amortized over ten years at zero percent interest. The amount due at June 30, 2015 is \$121,367.

**16. Mortgages Payable:**

Mortgages payable as of June 30, 2015 consisted of the following:

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$7,879, including principal and interest at an adjustable rate of for the initial ten years based on the then prevailing 10/30 Federal Home Loan Bank Amortizing Advance Rate plus 3.00% and resetting in year 11 based on the then prevailing 10/20 Federal Home Loan Bank Amortizing Advance Rate plus 3.00%, maturing in 2043, secured by real property located at 335 Somerville Street in Manchester, NH.	\$ 1,192,597
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$6,193, including principal and interest at an adjustable rate of 4.57% for twenty years, maturing in 2043, secured by real property located at 335 Somerville Street in Manchester, NH.	1,183,704
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$7,768, including principal and interest at 7.05%, maturing in 2040, secured by real property located at 59 Factory Street in Nashua, NH.	1,095,094
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$6,391, including principal and interest at 6.75%, maturing in 2031, secured by real property located at 45 High Street in Nashua, NH.	707,137
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$5,126, including principal and interest at 6.97%, maturing in 2036, secured by real property located at 46 Spring Street in Nashua, NH.	678,412
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$3,996, including principal and interest at 4.75%, maturing in 2036, secured by real property located at 46 Spring Street in Nashua, NH.	640,990

(continued)

(continued)

A mortgage payable to TD Bank, due in monthly installments of \$5,387, including principal and interest at 7.27%, maturing in 2025, secured by real property located on Maple Street in Nashua, NH. 458,586

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$2,692, including principal and interest at 4.75%, maturing in 2040, secured by real property located at 59 Factory Street in Nashua, NH. 474,767

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$2,077, including principal and interest at 5.57% for the first five years, then adjusting in June 2015, 2020, 2025, and 2030 to the Federal Home Loan Bank Community Development Advance Rate in effect, plus 2.75%, maturing in 2035, secured by real property located at 189 Kinsley Street in Nashua, NH. 301,589

A mortgage payable to Mascoma Savings Bank, fsb., due in monthly installments of \$1,731, including principal and interest at 7.00% maturing in 2036, secured by real property located at 7 Trinity Street in Claremont, NH. 230,126

A mortgage payable to the Department of Housing and Urban Development, due in monthly installments of \$2,385, including principal and interest at 9.25%, maturing in 2022, secured by real property located at 3 Winter Street in Nashua, NH. 149,528

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$1,144, including principal and interest at a variable rate (5.61% at June 30, 2012), maturing in 2029, secured by real property located at 24 Mulberry Street in Nashua, NH. 130,245

(continued)

(continued)

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$779, including principal and interest at 7.20% for the first five years, then adjusting in April 2012, 2017, 2022, 2027, and 2032 to the Federal Home Loan Bank Community Development Advance Rate in effect, plus 225 basis points, maturing in 2037, secured by real property located at 4 New Have Drive, Unit 202 in Nashua, NH. 99,580

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$1,283, including principal and interest at 3.73%, maturing in 2035, secured by real property located at 59 Factory Street in Nashua, NH. 50,532

Total 7,392,887

Less amount due within one year (201,707)

Mortgages payable, net of current portion \$ 7,191,180

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

<u>Year</u>	<u>Amount</u>
2016	\$ 201,707
2017	225,721
2018	242,625
2019	235,277
2020	249,036
Thereafter	<u>6,238,521</u>
Total	\$ <u>7,392,887</u>

**17. Mortgages Payable, Deferred:**

The Organization has deferred mortgages outstanding at June 30, 2015 totaling \$5,332,834. These loans are not required to be repaid unless the Organization is in default with the terms of the loan agreements or if an operating surplus occurs within that program.

Several of these loans are special financing from the New Hampshire Housing Finance Authority (NHHFA) to fund specific projects. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender.

The following is a list of deferred mortgages payable at June 30, 2015:

	<u>Program Operations</u>
<b>City of Manchester:</b>	
Somerville Street property	\$ <u>300,000</u>
Total City of Manchester	300,000
<b>City of Nashua:</b>	
Factory Street property	580,000
Spring Street property	491,000
Charles Street property	98,087
High Street fire system	<u>65,000</u>
Total City of Nashua	1,234,087
<b>Federal Home Loan Bank (FHLB):</b>	
Factory Street property	400,000
Somerville Street property	400,000
Spring Street property	<u>398,747</u>
Total FHLB	1,198,747
<b>NHHFA:</b>	
Factory Street property	1,000,000
Spring Street property	550,000
Charles Street property	50,000
Somerville Street property	<u>1,000,000</u>
Total NHHFA	<u>2,600,000</u>
<b>Total Mortgages Payable, Deferred</b>	<b>\$ <u>5,332,834</u></b>

**18. Temporarily Restricted Net Assets:**

Temporarily restricted net assets are available for the following purposes at June 30, 2015:

<u>Purpose</u>	<u>Amount</u>
Art supplies	\$ 433
Client transportation	2,558
Christmas gifts	300
Dalianis bricks	735
HVRP client assistance	6,858
Operation brightside	2,000
PEC	229
SCOAP	1,052
Software	25,000
Standdown	770
Thanksgiving	1,615
Veterans computers	<u>5,630</u>
Total	<u>\$ 47,180</u>

Net assets were released from restrictions by incurring expenses satisfying the restricted purpose or by the passage of time.

**19. Transactions with Related Parties:**

The Organization's clients perform janitorial services for Harbor Homes HUD I, II and III, Inc., Welcoming Light, Inc., Milford Regional Counseling Services, Inc., Healthy at Home, Inc., Greater Nashua Council on Alcoholism, and Southern NH HIV/AIDS Task Force, related organizations. These services are billed to the related organizations and reported as revenues in the accompanying financial statements.

The Organization currently has several contracts with Healthy at Home, Inc. to receive various skilled nursing services, CNA services and companion services for its clients. All of the contracts are based on per diem fees, ranging from \$16 per hour for companion services to \$100 per visit for skilled nursing services.

During the year, the Organization rented office space, under tenant at will agreements, to Southern NH HIV/AIDS Task Force, Greater Nashua Council on Alcoholism, and Healthy at Home, Inc., related parties. The rental income under these agreements totaled \$24,816, \$14,000 and \$60,000, respectively, for fiscal year 2015.

Harbor Homes, Inc. receives management fees from the related HUD projects.

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.

The following are the commonly controlled organizations:

Harbor Homes II, Inc.  
Harbor Homes III, Inc.  
HH Ownership, Inc.  
Welcoming Light, Inc.  
Milford Regional Counseling Services, Inc.  
Healthy at Home, Inc.  
Greater Nashua Council on Alcoholism  
Southern NH HIV/AIDS Task Force

**20. Deferred Compensation Plans:**

The Organization maintains a 403(b) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the year ended June 30, 2015 were \$192,367.

The Organization maintains a deferred compensation plan for certain employees and directors (the "SA Plan"). The deferred compensation liability under the SA Plan was \$91,937 as of June 30, 2015 and was recorded as a long-term liability. This liability is offset by a corresponding long-term asset in the same amount.

**21. Concentration of Risk:**

The Organization receives 34%, 19%, 16% and 10% of its revenue from the Department of Health and Human Services, the Department of Housing and Urban Development, the Department of Veterans Affairs, and Medicaid, respectively.

**22. 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:

	Carrying Value	Fair Value	Level One	Level Two	Level Three
Investments	\$ 10,299	\$ 10,299	\$ 10,299	\$ -	\$ -
Due from related organizations	409,638	409,638	-	-	409,638
Beneficial interest	<u>149,503</u>	<u>149,503</u>	<u>-</u>	<u>-</u>	<u>149,503</u>
Total assets	<u>\$ 569,440</u>	<u>\$ 569,440</u>	<u>\$ 10,299</u>	<u>\$ -</u>	<u>\$ 559,141</u>

(continued)



(continued)

	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Due to related organizations	\$ 109,364	\$ 109,364	\$ -	\$ -	\$ 109,364
Line of credit	733,319	733,319	-	733,319	-
Capital leases payable	104,557	104,557	-	104,557	-
Mortgages payable, tax credits	121,367	121,367	-	-	121,367
Mortgages payable	7,392,887	7,392,887	-	7,392,887	-
Mortgages payable, deferred	<u>5,332,834</u>	<u>5,332,834</u>	<u>-</u>	<u>5,332,834</u>	<u>-</u>
Total liabilities	<u>\$ 13,794,328</u>	<u>\$ 13,794,328</u>	<u>\$ -</u>	<u>\$ 13,563,597</u>	<u>\$ 230,731</u>

Fair Value Measurements  
Using Significant Unobservable Inputs  
Level 3

	<u>Due from related organizations</u>	<u>Beneficial Interest</u>	<u>Due to related organizations</u>	<u>Mortgages Payable, Tax Credits</u>
Beginning balance June 2014	\$ 377,024	\$ 148,204	\$ 160,868	\$ 142,410
Advances	380,480	1,299	227,119	-
Reductions	<u>(347,866)</u>	<u>-</u>	<u>(278,623)</u>	<u>(21,043)</u>
Ending balance June 2015	<u>\$ 409,638</u>	<u>\$ 149,503</u>	<u>\$ 109,364</u>	<u>\$ 121,367</u>

**23. Patient Service Revenue, Net:**

The Organization recognizes patient services revenue associated with services provided to patients who have Medicaid, Medicare, third-party payor, and managed care plans coverage on the basis of contractual rates for services rendered. For uninsured self-pay patients that do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates if negotiated or provided by the Organization's policy. Charity care services are computed using a sliding fee scale based on patient income and family size. On the basis of historical experience, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Organization records a provision for bad debts related to uninsured patients in the period the services are provided.

The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those costs for which no payment is antici-

pated. The Organization uses federally established poverty guidelines to assess the level of discount provided to the patient. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines but may charge a nominal copay. If the patient is unable to pay the copay, the amount is written off to charity care. All patients are charged in accordance with a sliding fee discount program based on household size and household income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Patient services revenue, net of provision for bad debts and contractual allowances and discounts, consists of the following:

	2015			2014	
	Gross Charges	Contractual Allowances	Charitable Care Allowances	Net Patient Service Revenue	Net Patient Service Revenue
Medicaid	\$ 1,085,578	\$ (409,541)	\$ -	\$ 676,037	\$ 127,975
Medicare	175,719	(29,815)	-	145,904	40,191
Third-party	346,960	(225,953)	-	121,007	37,144
Sliding fee/free care	162,567	-	(148,638)	13,929	41,922
Self-pay	123,384	-	-	123,384	147,126
Subtotal	1,894,208	(665,309)	(148,638)	1,080,261	394,358
Provision for bad debts				(187,064)	(166,783)
Total				\$ 893,197	\$ 227,575

#### 24. Rent Expense:

The Organization has multiple grants requiring the payment of rents on behalf of the consumer. Rent expense totaling approximately \$3.8m is comprised of leases held in the Organization's name and the responsibility of the Organization, leases in consumers' names, or rents paid as client assistance.

#### 25. Contingencies:

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with these laws and regulations is subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. Government activity continues to increase with respect to investigations and allegations concerning possible violations by healthcare providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties, as well as significant repayments for patient service previously billed. Management is not aware of any material incidents of noncompliance; however, the possible future financial effects of this matter on the Organization, if any, are not presently determinable.

**26. Subsequent Events:**

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2015 through December 10, 2015, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

**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 Aponovich - (603) 745-XXXX

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

Joel Jaffe - (603) 881-XXXX

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

Vincent Chamberlain - (603) 745-XXXX

**Chair of the Board**

Lynn King - (603) 881-XXXX

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

Laurie Des Rochers - (603) 745-XXXX

- (Facilities Committee)

Melissa Knight - (603) 881-XXXX

- (HCC Oversight Committee)

Phil Duhalme - (603) 745-XXXX

- (Governance Committee)  
 - (Executive Committee)

Nabmi Moody - (603) 881-XXXX

(no committee assignment)

Laurie Goguen - (603) 745-XXXX

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

Rick Plante - (603) 881-XXXX

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

Nathan Goodwin - (603) 745-XXXX

- (Governance Committee)  
 - (RDP Committee)

Phil Richard - (603) 881-XXXX

- (Facilities Committee)  
 - (Governance Committee)

Alphonse Haettenschwiler - (603) 745-XXXX

- (Finance Committee)  
 - (Chair, HCC Oversight Committee)

Dan Sallet - (603) 881-XXXX

- (Finance Committee)

**CAROL J. FURLONG, LCMHC, MAC, MBA**

**SKILLS / ABILITIES / ACHIEVEMENTS PROFILE**

**Administration:** Seasoned professional with progressive experience in diverse healthcare and educational environments, including operations, budget control, marketing, quality assurance, risk management, utilization review, facility design and management, human resources, and strategic planning.

**Management:** Self-starter with strong planning, controlling, organizing and leadership skills. Effectively manages resources and ensures compliance with established policies and procedures. Skilled in identifying and troubleshooting problem areas and implementing solutions. Developed comprehensive Quality Management program. Restructured billing, triage and customer service systems resulting in improved productivity and efficiency. Extensive managed care experience.

**Human Resources:** Skilled in recruiting, interviewing and selecting top personnel. Effective trainer, develops staff abilities to full potential. Motivates and retains employees using the mentor approach. Managed and supervised training and development of 100 personnel. Knowledgeable regarding multicultural issues. Effectively trained and prepared counseling professionals.

**Communication:** Articulate speaker and effective negotiator. Writes with strength, clarity and style. Natural ability to work with others. Consistently develops good rapport with staff, professionals, staff managers and community. Works well as part of a team or independently. Wrote and published several training and procedural manuals.

**PROFESSIONAL EXPERIENCE**

**ASSISTANT DIRECTOR, SUPPORTIVE SERVICES/VP OPERATIONS**

2005-present

Harbor Home, Inc.

Senior management position overseeing residential and administrative staff of approximately 250 employees and coordinating a continuum of service delivery for the mentally ill and homeless and other populations. Develops and updates program plans, assures monitoring of implementation and develops/implements corrective actions as indicated. Provides education/consultation to staff, other agencies or community groups. Provides direct or indirect supervision to a clinical staff of 40 approximately Program Managers and MIMS workers. Assures quality/appropriateness of critical aspects of care through ongoing monitoring.

**DIRECTOR OF COMMUNITY SUPPORT SERVICES DEPARTMENT**

2003 - 2005

Community Council of Nashua

Nashua, NH

Develops and updates program plans, assures monitoring of implementation and develops/implements corrective actions as indicated. Provides education/consultation to staff, other agencies or community groups. Provides supervision to a clinical staff of approximately 40 therapists, case managers and MIMS workers. Develops Regional Planning of adult services. Assures quality/appropriateness of critical aspects of care through ongoing monitoring.

**DIRECTOR OF OUTCOMES & SYSTEM IMPROVEMENT**

1999-2003

Community Council of Nashua

Nashua, NH

Developed and maintains a Quality Management Program complying with NOQA and JCAHO standards. Monitored and supervised utilization review, evaluating the medical necessity, case management and continuation of care. Developed effective medical records protocols. Directs training and development function for the agency. Coordinated efforts resulting in highly successful JCAHO survey. Coordinates Customer Service and complaints process.

**ADJUNCT FACULTY**

1998-2005

Rivier College

Nashua, NH

Graduate Counseling Program - Instruct graduate counseling students in a variety of courses to include Group Therapy, Counseling Techniques, Substance Abuse Counseling, Clinical Assessment, Marriage & Family Therapy, and Prescriptive Behavioral Management Techniques. Have facilitated several Independent Study courses in a variety of topics.

**PRIVATE PRACTICE**

1999-Present

Nashua, NH

Maintains private practice of approximately 40 clients. Coordinates care with primary care physicians and others. Coordinates treatment with managed care companies.

**DIRECTOR OF REGIONAL BEHAVIORAL HEALTH QM**

1997-1999

The Hitchcock Clinic

Bedford, NH

Developed and maintained a Quality Management Program complying with NOQA standards for four Behavioral Health sites. Developed and implemented program expansion. Identified staffing requirements and facilitated subsequent downsizing to ensure cost effectiveness. Liaison between the Clinic and insurance plans. Monitored and supervised utilization review for the Southern Region, evaluating the medical necessity, case management and continuation of care. Recommended by insurance reviewers to other organizations for consultation services in order to assist these agencies in their compliance processes. Developed effective medical records protocols.

**COORDINATOR OF MULTICULTURAL COUNSELING PROGRAM**

1998-1999

Rivier College

Nashua, NH

Coordinates the Bilingual/Multicultural Counseling Program in both guidance counseling and mental health fields. Recruits and advises professional students from local multicultural agencies. Developing a diversity-training program for use in area schools and businesses to enhance multicultural awareness. Instructor in Graduate Counseling Program.

**CLINICAL DIRECTOR**

1996-1997

The Hitchcock Clinic

Nashua, NH

Developed and implemented program policies and procedures. Managed FTE and budgetary control while providing effective leadership to the staff. Improved out-referral system, while reducing out-referral expenditures. Developed cooperative collaboration measures with insurers' UM Departments. Supervised a staff of thirty employees. Senior member of the Regional Management Team, and also a member of the Nashua Medical Group Board of Governors.

**PROGRAM DIRECTOR**

1988-1990

Partial Hospitalization Program, Brookside Hospital

Nashua, NH

Developed program components, structure, policies and procedures. Implemented FTE and budgetary control and supervised treatment staff. Initiated referral network and maintained marketing and referral relationships within the Greater Nashua community. Facilitated groups, provided case management and individual counseling including initial assessments. Monitored case management and utilization review processes with insurers.

**PROGRAM DIRECTOR - SUBSTANCE ABUSE CLINIC**

1985-1988

Department of the Army

West Germany

Developed comprehensive preventive substance abuse program. Coordinated efforts with schools, civic organizations, civilian agencies and military organizations in order to integrate preventive education efforts. Supervised clinical and support staff of two treatment clinics. Maintained referral relationships with commanders.

**ARMY COMMUNITY SERVICE DIRECTOR**

1983-1985

Department of the Army

West Germany

Developed comprehensive community support agency. Responsible for staffing and budgetary concerns. Composed informational publications, prepared financial and statistical reports and submitted budget requests to the U. S. government for agency funding. Responsible for FAP (Family Advocacy Program).

**EDUCATION**

**MASTERS OF BUSINESS ADMINISTRATION DEGREE**

**IN HEALTHCARE ADMINISTRATION - 2001**

Rivier College, Nashua

**MASTERS OF SCIENCE IN EDUCATION (COUNSELING) - 1986**

University of Southern California

**BACHELORS IN EDUCATION (SPECIAL EDUCATION) - 1974**

Westfield State College, Westfield, MA

**LICENSES AND CERTIFICATIONS**

**LICENSED CLINICAL MENTAL HEALTH COUNSELOR**

New Hampshire License #100 - 1998

**MASTERS ADDICTION COUNSELOR CERTIFICATION**

1997

**Graciela Silvia Sironich-Kalkan MD.**

**Medical Education**

**Universidad de Buenos Aires**  
Ciudad Autónoma de Buenos Aires  
Argentina  
MD, 12/21/1979

**School Awards & Membership in Honorary/ Professional Societies**

**Cardiology Argentine Society:** 1982-1986 associated member  
Azcuena 980, Ciudad Autónoma de Buenos Aires, Argentina.  
**Intensive Care Argentine Society:** 1985-1992 associated member 1992-1997 Board's Member  
Cnel. Niceto Vega 4617, Ciudad Autónoma de Buenos Aires, Argentina.  
**Argentine Association of Enteral and Parenteral Nutrition:** 1983-1997, Founder and Board's  
Member  
Lavalle 3643 3F Ciudad Autónoma de Buenos Aires, Argentina.  
**Biologic's Security Committee Navy Hospital:** 1985-1997 Board's Member 1986-1997  
Patricias Argentinas 351, Ciudad Autónoma de Buenos Aires, Argentina.

**Certifications / Licensure**

NPI: 1760751531

State of New Hampshire Full License 2/1/2012 to 6/30/2014 # 15553  
DEA Registration: FS 2954851  
State of New Hampshire Temporary License Date 11/02/2011 to 5/12/2012 #T0566  
State of Massachusetts Limited License #222359 Exp. Date 06/30/2005  
DEA Registration#AS4148501E136,  
ACLS Certification  
U.S.M.L.E/ E.C.F.M.G: 08/27/2001

**Argentina:**

Pan-American & Iberic Federation of Intensive Care Medicine. Degree of Certification In Critical Care Medicine. Diploma of Accreditation, Lisbon, Portugal 1995.  
National Academy of Medicine, Ciudad Autónoma de Buenos Aires, Argentina. Certification of Professional Physicians as Critical Care Specialist. 1993.  
Certificate of Specialist Argentine Society of Critical Care, Ciudad Autónoma de Buenos Aires, Argentina. 1993  
Specialist in Critical Care, Ministry of Health and Social Security, Federal District, Ciudad Autonoma de Buenos Aires, Argentina. 1991.  
National License: #58049 October Active 1980-March 1997 Book 17, Page 18  
Province of Buenos Aires School 2<sup>nd</sup> District: #28446 08/1980 Book XI page 192  
Avellaneda, Province of Buenos Aires, Argentina.

**Work Experience:**

**The Doctor's office:**

102 Bay Street, Manchester, NH 03104  
General Practice, November 2011-present.

**American Red Cross Massachusetts Bay Chapter:**

139 Main St Cambridge, MA 02142-1530  
Health and Safety: Part Time Instructor in English and Spanish in CPR/AED Adults, Children, Infants and First Aid. 06/2011-present.

**The Doctor's Office:**

102 Bay Street, Manchester, NH 03104  
First Line Therapy Lifestyle Educator, Coach. 05/2011-present.

**Caritas Saint Elizabeth's Medical Center.**

736 Cambridge Street, Brighton, MA.02135  
Department of Internal Medicine: Observer 03/2003- 12/2003

**Laurence General Hospital,**

1 General Street, Lawrence, MA. 01842



Observer, shadowing an Attending Neurologist 11/2002- 03/2003

**Hewlett Packard, Medical Division**

3000 Minuteman Rd, Andover MA. 01810

Medical Consultant for Latin America Field Operations 09/1997-12/1999

**Navy Hospital Major Surgeon Pedro Mallo.**

Patricias Argentinas 351, Ciudad Autónoma de Buenos Aires, Argentina.

Chief Surgical Care Unit

Clinic and administrative management of the Unit. Instructor for medical students and residents. 01/92—03/97

**Colegiales Clinic**

Conde 851, Ciudad Autónoma de Buenos Aires, Argentina

Critical Care Coordinator.

Contributed of the management of the Unit. Coordinator of Critical Care actualization courses. 07/1991-06/1993

**Clínica Modelo Los Cedros.**

San Justo, Provincia de Buenos Aires, Argentina

Chief, Intensive Care Unit

Clinic and administrative Management of the Unit. 07/1990-06/1991

**Nephrologic Medical Center Oeste.**

Ciudadela, Provincia de Buenos Aires, Argentina.

Attending Physician, Hemodialysis Unit. 02/1987-08/1988

**Navy Hospital Major Surgeon Pedro Mallo.**

Patricias Argentinas 351, Ciudad Autónoma de Buenos Aires, Argentina.

Attending Physician, Critical Care Unit. 07/1984-01/1992

**Navy Hospital Major Surgeon Pedro Mallo.**

Patricias Argentinas 351, Ciudad Autónoma de Buenos Aires, Argentina.

On call Physician, Coronary Care Unit. 01/84-07/1984

**Bazterrica Clinic**

Juncal 3002, Ciudad Autónoma de Buenos Aires, Argentina.

On call Physician, Critical Care Unit.09/1980-12/1987

**Residencies/Fellowships**

**Caritas Saint Elizabeth's Medical Center**

736 Cambridge St, Brighton, MA, 02135 United States of America.  
General Surgery. 07/2004-06/2005  
Marvin Lopez M.D. FACS, FRCSC.  
Hackford Alan M.D.

**University of Salvador**

**Post Graduate School of medicine**

Tucumán 1845/59, Ciudad Autónoma de Buenos Aires, Argentina.

Universitary Extension Critical Care 05/1983-12/1984

Professor Eduardo Abbate MD, Course Director, Professor Luis J Gonzalez Montaner MD, Dean of School of Medicine

**Carlos Durand Hospital**

**Cardiology Division**

Díaz Vélez 5044, Ciudad Autónoma de Buenos Aires, Argentina

Cardiology-Internal Medicine. 03/1982-06/1984

Alberto Demartini MD., Professor German Strigler MD.

**Ignacio Pirovano Hospital**

Monroe 3555, Ciudad Autónoma de Buenos Aires, Argentina.

Internal Medicine. 03/1981-02/1982

Professor Navarret MD. Professor Cottone MD. 03 / 1981 - 02 / 1982

**City of Buenos Aires Municipality**

**City of Buenos Aires Hospitals**

**Critical Care Units**

Annual Course of theory and practice in Critical Care.

Professor Francisco Maglio MD., Claudio Goldini MD., Roberto Menendez MD., Professor

Roberto Padron MD. 03/1980-02/1981

**Publications/ Presentations/Poster Sessions**

Graciela Silvia Sironich, Biochemistry Faculty, UBA. Nutrition Department and Mater Dei,  
Nutrition in acute pancreatitis, Publication Date: 09 / 1999, Volume: 1, Pages: 235; 242.

Bazaluzzo J M; Sironich Graciela; Catalano H.; Quiroga J. La Prensa Medica Argentina,  
Nutritional Evaluation by anthropometric method. Publication Date: 11 / 1992, Volume: N/A.

Sironich Graciela; Catalano H.; Milei L.; Lancestremere M. Magazine XXIV Annual Meeting of  
the Argentine Society of Clinical Investigation. Sodium and plasmatic osmolarity variations in  
neurosurgical patients. Publication Date: 11 / 1989 , Volume: 1 /1989, Pages: N/A.

## **Volunteer Experience**

### **American Red Cross Nashua Gateway Chapter**

28 Concord Street, Nashua, NH 03064

Health and safety: CPR/AED for Adults, Children, Infants and First Aid Instructor. 04-2011-present.

### **American Cancer Society**

Collaborated with 2009 Annual Fund

2009 Supporter, NH.

### **Spanish Hospital,**

Belgrano 2975, Ciudad Autónoma de Buenos Aires, Argentina. 01209

Oncology Department, Voluntary Physician 01/1980-07/1980

### **Spanish Hospital,**

Belgrano 2975, Ciudad Autónoma de Buenos Aires, Argentina. 01209

Emergency Room Volunteer. 03/1079-03/1980

### **Evita General Hospital,**

Rio de Janeiro 1910, Lanús, Provincia de Buenos Aires, Argentina.

Emergency Room Volunteer. 09/1974-12/1974

### **Dr Jose Estevez Psychiatric Hospital,**

Garibaldi 1400, Temperley, Provincia de Buenos Aires, Argentina.

Volunteer. 08/1972-07/1973

## **Hobbies & Interests**

Travel

Reading fiction, nonfiction and history

Theater

Cooking

## **Language Fluency (other than English)**

Spanish

**Other Accomplishments.**

New Hampshire Governor's Commission on Latino Affairs. Member of the Board. 05/ 2010-present. Secretary 11/2010-present

FLT Lifestyle Educator Certification. March 2011

American Red Cross Gateway Chapter: CPR/AED for Professional Rescuers and Healthcare providers Instructor Certification 04/08/2011

American Red Cross Gateway Chapter: CPR/AED for Adults, Child, Infant; First Aid Lay responder Certification. 03/21/2011

Fundamentals of Instructor Training Certification 03/21/2011

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	\$171,099	0%	\$0
Patricia Robitaille	VP of Finance	\$102,856	0%	\$0
Carol Furlong	VP of Operations	\$93,499.90	2%	\$1,869.99
Graciella Silvia Sironich-Kalkan	Medical Director	\$146,877.12	5%	\$7,343.85

9-16-15 at 9:54 AM PV 11 9-16-15



Nicholas A. Toumpas  
Commissioner

Marcella J. Bobinsky  
Acting Director

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  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



APPROVED FIC	<input checked="" type="checkbox"/>
DATE	
APPROVED G&C #	11
DATE	9/16/15
NOT APPROVED	<input type="checkbox"/>

August 6, 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 add to a list of outpatient mental health and substance abuse counseling and treatment services, with the ability to expand to include additional professionals and agencies 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 and medication assisted treatment 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. This Agreement is effective date of Governor and Executive Council approval through June 30, 2016. 100% Other Funds.

VENDOR	LOCATION
Harbor Homes, Inc.	Nashua, NH

Funds to support this request are anticipated to be available in the following account in State FY 2016 upon the availability and continued appropriation of funds in the future operating 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	90024610	\$30,000
			<b>Total</b>	<b>\$30,000</b>

### EXPLANATION

This request is the second (2<sup>nd</sup>) of two (2) agreements that will ensure the provision of outpatient mental health and/or substance abuse counseling and medication assisted treatment 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 and treatment to enrolled clients, on an individual, case-by-case, as needed basis.

This package contains one (1) of the two (2) contracts being brought to Governor and Executive Council for approval. Governor and Executive Council has approved one (1) contract that added a vendor to this list on June 24, 2015. This agreement represents the second (2<sup>nd</sup>) contract to 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. Two 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 and/or medication assisted treatment needs and without access to these services will not receive outpatient counseling services and/or medication assisted treatment. 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



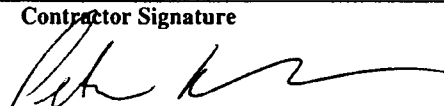
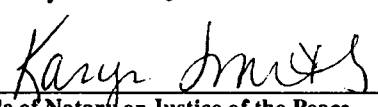
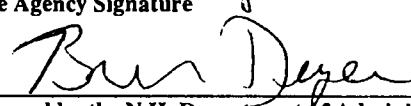
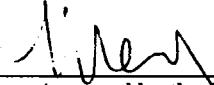
Subject: New Hampshire Ryan White CARE Program

**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> Harbor Homes, Inc.		<b>1.4 Contractor Address</b> 45 High Street Nashua, NH 03060	
<b>1.5 Contractor Phone Number</b> 603-882-3616	<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> Peter Kelleher, President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/27/15</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>KARYN J. SMITH, Notary Public</b> My Commission Expires February 25, 2020	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <u>Karyn Smith</u> <u>Benefits Coordinator</u>			
<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>Megan A. Cole - Attorney</u> On: <u>8/27/15</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.

Contractor Initials:   
Date: 8/15/15

**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 attached and are incorporated herein by reference. Each

Contractor Initials: JK  
Date: 8/5/15

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 and treatment 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 and treatment 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 and treatment 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 and treatment 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;

JK

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- 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.

*DK*  
*S/E/K*



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.

- 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

*YK*

*8/5/15*



**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



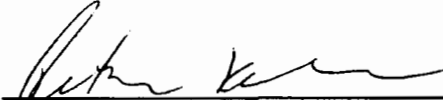
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 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: Harbor Homes Inc.

8/5/15  
Date

  
Name: Peter Kalleher  
Title: President & CEO



**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: Harbor Homes Inc.

8/5/15  
Date

  
Name: Peter Kellenor  
Title: President & CEO





**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

*IN*  
Date 8/15/15



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**

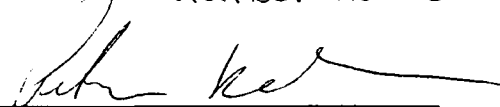
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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 (I)(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: Harbor Homes Inc.

8/5/15  
Date

  
Name: Peter Kelleher  
Title: President & CEO



**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

*PK*

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: Harbor Homes Inc.

8/5/15  
Date

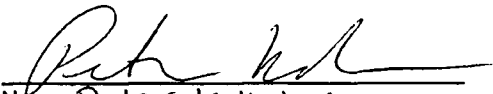
  
Name: Peter Kellerer  
Title: President & CEO

Exhibit G

Contractor Initials

PK

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

Date

8/5/15



**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: Harbor Homes INC.

8/5/15  
Date

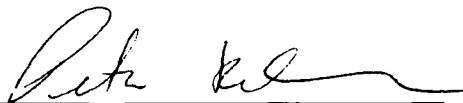
  
Name: Peter Kelleher  
Title: President & CEO



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.

*PK*

*8/5/15*



**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.

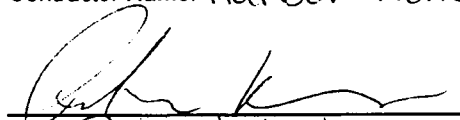
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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.

Contractor Name: Harbor Homes Inc.

8/5/15  
Date

  
Name: Peter Kelleher  
Title: President & CEO



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: 02-0351932
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

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

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





## New Hampshire Department of Health and Human Services

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### State of New Hampshire Department of Health and Human Services Amendment #1 to the

#### **NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract**

This first Amendment to the NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract, (hereinafter referred to as "Amendment #1") dated this 3rd day of March, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Joan Scanlon, PhD. (hereinafter referred to as "the Contractor") a individual with a place of business located at 403 Amherst Street, Suite 202, Nashua, NH 03063.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015, Item #24, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 4, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS the parties agree to increase the contract price limitation and extend the contract completion date to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Block 1.4, Contractor Address, to read:  
403 Amherst Street, Suite 202, Nashua, NH 03063
2. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2018
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$90,000
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
(603) 271-9558

New Hampshire Department of Health and Human Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

Date 4/29/16

State of New Hampshire  
Department of Health and Human Services

Marcella J. Bobirsky  
Name: Marcella J. Bobirsky  
Title: Acting Director

Date 4/8/2016


Joan Scanlon, PhD  
Name: Joan A. Scanlon, PhD  
Title:

Acknowledgement:

State of Massachusetts County of Middlesex on April 8, 2016, before the undersigned officer, personally appeared the person identified above Joan Scanlon, PhD., or satisfactorily proven to be Joan Scanlon, PhD., and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kiersten Bankowski  
Name and Title of Notary or Justice of the Peace

 **KIERSTEN BANKOWSKI**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Dec. 04, 2020



New Hampshire Department of Health and Human Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/12/14

Name: Megan A. ... Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Council of the State of New Hampshire at the Meeting on: (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/14/2016

**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>  Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	<b>CONTACT</b> NAME: Trust Risk Management Services, Inc. PHONE (A/C, No., Ext): 877.637.9700      FAX (A/C, No): 877.251.5111 EMAIL ADDRESS: info@trustrms.com INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: ACE American Insurance Company      22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Joan P Scanlon PhD 154 Broad St Ste 1512 Nashua, NH 03063 3205	

**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
	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:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY      Y / N      N / A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE      OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Psychologist's Professional Liability Retroactive Date: 02/01/1992			58G22234961	02/01/2016	02/01/2017	Each Incident \$1,000,000 Annual \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

<b>CERTIFICATE HOLDER</b> DHHS 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 
--	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

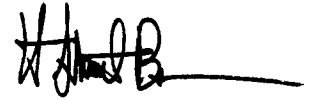
Named Insured Joan P Scanlon PhD			Endorsement Number 1
Policy Symbol CRL	Policy Number 58G22234961	Policy Period 02/01/2016 to 02/01/2017	Effective Date 04/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Change of Address**

It is agreed that Item 1. of the Declarations is amended by deleting the **Named Insured's** Address and replacing it with the following:

1.	<b>Named Insured</b> Joan P Scanlon PhD Address: 402 Amherst St City, State & Zip Code: Nashua, NH 03063 3205
----	---

All other terms and conditions of this policy remain unchanged.



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Authorized Agent



**Policy Number**  
**OFRD37891009**

**COMMON POLICY CHANGE ENDORSEMENT**

Endorsement No. 001

**ACE American Insurance Company**

Named Insured JOAN P SCANLON

Endt Effective Date: 04-01-16

12:01 A.M., Standard Time

Agent Name TRUST RISK MANAGEMENT SERVICES INC DBA TRMS INSURA

Agent No. 278988

Policy Eff Date: 03/01/2016 Policy Exp Date: 03/01/2017

**POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)**

THE POLICY IS AMENDED AS FOLLOWS:  
CHANGE LOCATION

THE ADDRESS FOR LOCATION 1, BUILDING 1 HAS BEEN CHANGED FROM:

154 BROAD ST STE 1512  
NASHUA, NH 03063-3205

TO:

402 AMHERST STREET SUITE 202  
NASHUA, NH 03063

THE FOLLOWING ADDITIONAL INTEREST (ADDL INSURED LESSOR) HAS BEEN  
DELETED FROM THE POLICY:

EXIT 6 OFFAICE BUILDING  
11 NORTHEASTERN BLVD  
NASHUA NH 03062

THE INSURED ADDRESS HAS BEEN CHANGED FROM:

154 BROAD ST STE 1512  
NASHUA, NH 03063-3205

TO:

402 AMHERST STREET SUITE 202  
NASHUA, NH 03063

THE GENERAL LIABILITY EXPOSURE AMOUNT FOR CLASS CODE 66561, FOR THE  
STATE OF NEW HAMPSHIRE, LOCATION NUMBER 1, BUILDING NUMBER 1 HAS BEEN  
CHANGED FROM 575 TO 1,371.

THE FOLLOWING FORM(S) HAS BEEN ADDED:

CG 20 11 04-13 ADDL INSD-MANAGERS/LESSORS OF PREMISES

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

**REMOVAL PERMIT**

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

## JOAN P. SCANLON, PH.D.

### EDUCATION

- Ph.D. Clinical Psychology. University of Southern Mississippi 1978
- M.A. Experimental Psychology. University of Southern Mississippi 1976
- B.S. Psychology. Newcomb College, Tulane University 1974
- Practicum in Pediatric Neuropsychology 1997-1998  
Learning Evaluation Clinic, McLean Hospital, Harvard Medical School.
- Post-doctoral studies in Clinical Neuropsychology 1986  
Massachusetts General Hospital/West Roxbury Veterans Administration Medical Center

### PROFESSIONAL CREDENTIALS

- Licensed Psychologist, State of New Hampshire (#331)
- Licensed Psychologist, Commonwealth of Massachusetts (#2356)

### PROFESSIONAL EXPERIENCE

- Private practice in Clinical Neuropsychology 1987 – present
- Clinical Neuropsychologist 1990 – 1991  
*Nashua Neurological Center, Nashua NH*
- Clinical Neuropsychologist 1987 – 1990  
Neuropsychological/Neuropsychiatric Evaluation Service  
*Erich Lindemann Mental Health Center, Boston MA*  
Collateral positions  
• Clinical Instructor in Psychiatry, *Harvard Medical School* (1988 – 1991)  
• Associate in Psychiatry (Psychology), *Massachusetts General Hospital* (1988 – 1991)
- Coordinator of Cognitive and Family Services 1987  
*Mediplex Center for Head Injury, Newton MA*  
Collateral position  
• Staff Psychologist, Department of Rehabilitation Psychology  
University Hospital/Boston University Medical Center

Psychologist <i>Northeast Rehabilitation Hospital, Salem NH</i> <i>New England Neurological Associates, North Andover MA</i>	1985 – 1986
Director, Counseling and Social Services <i>Whittier Street Health Center, Roxbury MA</i> Collateral positions • Children's Services, MA Mental Health Center/Harvard Medical School (1979-81) • Supervising Psychologist, Minority Training Program in Clinical Psychology Boston City Hospital/Boston University Medical Center (1981-82)	1979 – 1985
Psychologist, <i>Gateway Counseling Services, Framingham MA</i>	1978 – 1992

## GRANTS

*A Community-Based Program for Young Parents and Their Families*  
Sole author. Submitted to the Department of Social Services, Commonwealth of Massachusetts; funded July 1982

*Title V: Maternal and Infant Core. Children and Youth Health Core. Social Service/Mental Health Component.*  
Collaborative author. Submitted to the Department of Public Health, Commonwealth of Massachusetts; funded October 1982

*A Community-Based Alcohol Intervention Program for Women, Adolescents, and Families in the Roxbury-Mission Hill Area*  
Sole author. Submitted to the Division of Alcoholism, Commonwealth of Massachusetts. March 1982; unfunded

## COMMITTEES

Professional Will Committee, <i>New Hampshire Psychological Association</i>	2013 – present
Review of Psychological Testing Guidelines <i>Behavioral Health Network, New Hampshire</i>	2000
Geriatric Psychiatric Pathway, <i>Southern NH Medical Center</i>	2000
Behavioral Health Care Council, <i>Southern NH Medical Center</i>	1997 – 2010
Area Board Member <i>Massachusetts Mental Health Center/Harvard Medical School</i>	1985 – 1987
Clinic Licensure Committee <i>Department of Public Health, Commonwealth of Massachusetts</i>	1985 – 1986



Mental Health Task Force <i>Massachusetts League of Community Health Centers</i>	1983 –1985
Community Affiliates Group, <i>Massachusetts Mental Health Center</i>	1980 –1985
Quality of Care Committee, <i>Whittier Street Health Center</i>	1983
Review of the Department of Public Welfare Case Management Program <i>Whittier Street Health Center</i>	1982

### **HOSPITAL APPOINTMENTS**

Southern NH Medical Center, Dept. of Psychiatry (Allied Health), Nashua NH	Present
St. Joseph Medical Center, Dept. of Psychiatry, Nashua NH	1991 – 2002

### **CONSULTANTSHIPS**

Medical Panel, Disability Law Project	1988 – 1992
Massachusetts Rehabilitation Commission	1987 – 1990
Boston Children's Service Association	1980
Natick, MA Public Schools	1979 – 1985

### **PUBLICATION**

Scanlon, J.P., & Grubman, J.A. Neuropsychological reports in a managed health care setting. In Armengol, C., Kaplan, E., & Moes, E. J. *The Consumer Oriented Neuropsychological Report*. PAR, 2001.

### **PROFESSIONAL AFFILIATIONS**

New Hampshire Psychological Association  
 Massachusetts Neuropsychological Society  
 American Psychological Association  
 Division of Clinical Neuropsychology

*Updated April 25, 2014*



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*N 24*  
*8.5.15*



**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  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

Marcella J. Bobinsky  
Acting Director

July 15, 2015

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

APPROVED F/C	<u>X</u>
DATE	
APPROVED G&C #	<u>24</u>
DATE	<u>8/5/15</u>
NOT APPROVED	

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to add to 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. This Agreement is effective date of Governor and Executive Council approval through June 30, 2016. 100% Other Funds.

VENDOR	LOCATION
Joan Scanlon, PhD	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 one (1) 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, and three (3) contracts are anticipated to be on the August 5, 2015 Governor and Executive Council meeting agenda.

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.

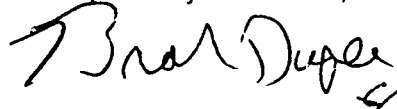
Should Governor and Executive Council not authorize this Request, federal regulations and monitoring standards will not be met and eligible NH residents living with HIV with immediate mental health and/or substance abuse counseling needs and without access to these services will not receive outpatient 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.

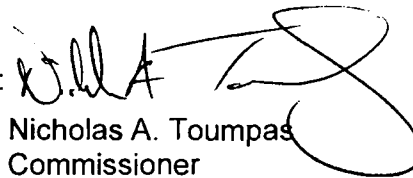
In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Marcella J. Bobinsky, MPH  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner

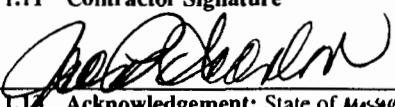
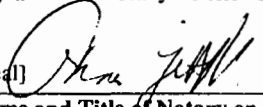


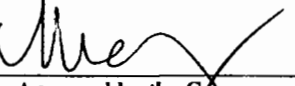
Subject: New Hampshire Ryan White CARE Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Joan Scanlon, PhD.		1.4 Contractor Address 154 Broad Street Suite 1512 Nashua, NH 03063	
1.5 Contractor Phone Number 603-881-7753	1.6 Account Number 05-95-90-902510-2229-530-500371	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$30,000
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4483	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joan Scanlon, PhD	
1.13 Acknowledgement: State of <u>Massachusetts</u> , County of <u>Rockingham</u> . On <u>7/21/15</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.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>ANNA T FETTERHOFF / NOTARY PUBLIC</u>			
1.14 State Agency Signature <u>MASSACHUSETTS</u> 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Megan A. Yee - Attorney</u> On: <u>7/21/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: *JPS*  
Date: *6/22/15*

**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 attached and are incorporated herein by reference. Each

Contractor Initials: *APS*  
Date: *6/12/2015*

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

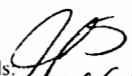
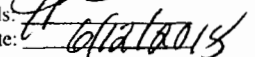
**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

Contractor Initials:   
Date: 





## 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

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## 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.

*QPS*  
*11/2/15*



## 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.

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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;



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

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- 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.



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

*JVS*  
*6/12/15*



- 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.

APB  
6/12/15





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 9.1 of the General Provisions of this contract is deleted and the following subparagraph is added:
  - 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 recording, pictorial reproductions, drawings, analyses, graphic representation, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. This shall not apply to proprietary testing materials covered by license.
3. 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.
4. **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.

*JPS*  
Date 6/12/15



Exhibit C-1

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5. 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 professional liability coverage in the amount of \$1,000,000 per incident.

*J.P.S.*  
*6/12/15*



**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

*JPS*  
6/12/15

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:

6/12/15  
Date

[Signature]  
Name:  
Title:

Contractor Initials

Date

[Signature]  
6/12/15



**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:

6/12/15  
Date

[Signature]  
Name:  
Title:

Contractor Initials [Signature]  
Date 6/12/15



**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

*[Handwritten Signature]*  
Date *1/16/15*



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.

Contractor Name:

6/12/15  
Date

[Signature]  
Name:  
Title:

Contractor Initials

Date

[Signature]  
Date 6/12/15



**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:

6/12/2015  
Date

[Signature]  
Name:  
Title:

[Signature]  
6/12/15





**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

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

Contractor Initials

*aps*  
Date *6/22/14*

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:

6/12/15  
Date

[Signature]  
Name:  
Title:

Exhibit G

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

Contractor Initials

[Signature]  
Date 6/12/15



**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:

6/12/15  
Date

[Signature]  
Name:  
Title:

Contractor Initials APS  
Date 6/12/15



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:

6/12/2015  
Date

[Signature]  
Name:  
Title:

Contractor Initials [Signature]  
Date 6/12/2015



FORM A

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

1. The DUNS number for your entity is: \_\_\_\_\_
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

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

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

*NOT*

*APPLICABLE*

*APS*  
*01/12/15*



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the**

**NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract**

This first Amendment to the NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract, (hereinafter referred to as "Amendment #1") dated this 4th day of March, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital d/b/a Dartmouth-Hitchcock Clinic. (hereinafter referred to as "the Contractor") a nonprofit corporation with a place of business located at One Medical Center Drive, Lebanon, NH 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 27, 2015, Item #30, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 6, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS the parties agree to increase the contract price limitation and extend the contract completion date to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2018
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$120,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
(603) 271-9558

*EB*  
4/15/16



**New Hampshire Department of Health and Human Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

4/29/16  
Date

State of New Hampshire  
Department of Health and Human Services  
Marcella J. Bobinsky  
Name: Marcella J. Bobinsky  
Title: Acting Director

4-15-2016  
Date

Mary Hitchcock Memorial Hospital d/b/a Dartmouth-Hitchcock Clinic  
[Signature]  
Name: Daniel P. Santzer  
Title: COO

**Acknowledgement:**

State of New Hampshire County of Grafton on 4-15-2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Faith Johnston  
Name and Title of Notary or Justice of the Peace



Contractor Initials: [Signature]  
Date: 4/15/16



**New Hampshire Department of Health and Human Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/12/16

[Signature]  
Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

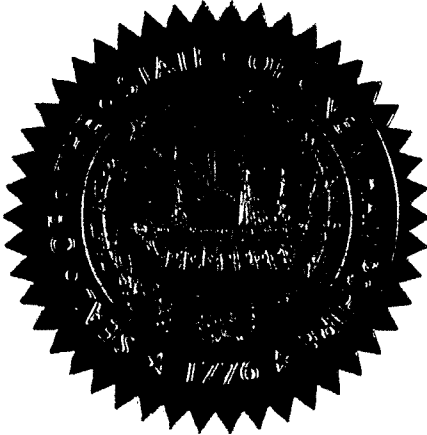
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Contractor Initials: [Signature]  
Date: 4/15/16

# 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 MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire nonprofit corporation formed August 7, 1889. 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 13<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

NEW HAMPSHIRE

## Corporation Division

[Search](#)  
[By Business Name](#)  
[By Business ID](#)  
[By Registered Agent](#)  
[Annual Report](#)  
[File Online](#)  
[Guidelines](#)  
[Name Availability](#)  
[Name Appeal Process](#)

Date: 5/10/2016

**Filed Documents**

(Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
DARTMOUTH-HITCHCOCK CLINIC	Legal
THE HITCHCOCK CLINIC	Prev Legal
HITCHCOCK CLINIC	Prev Legal

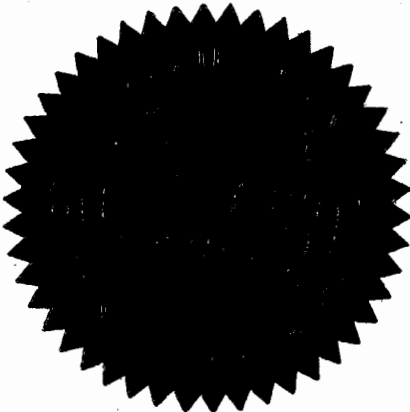
**Non-Profit Corporation - Domestic - Information****Business ID:** 69168**Status:** Good Standing**Entity Creation Date:** 3/1/1983**Principal Office Address:** 1 MEDICAL CENTER DRIVE  
LEBANON NH 03756**Principal Mailing Address:** ONE MEDICAL CENTER DR  
Lebanon NH 03756**Expiration Date:** Perpetual**Last Annual Report Filed Date:** 9/22/2015 10:43:29 AM**Last Annual Report Filed:** 2015**Registered Agent****Agent Name:****Office Address:** No Address**Mailing Address:** No Address

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**

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 DARTMOUTH-HITCHCOCK CLINIC is a New Hampshire nonprofit corporation formed March 1, 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 18<sup>th</sup> day of March, A.D. 2016

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

I, Anne-Lee Verville of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

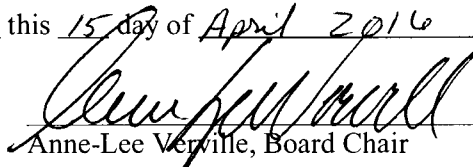
1. I am the duly elected Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7<sup>th</sup>, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

**ARTICLE I – Section A. Fiduciary Duty. Stewardship over Corporate Assets**

“In exercising this [fiduciary] duty, the Board may, consistent with the Corporation’s Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable.”

3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer and Chief Operating Officer, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Daniel P. Jantzen is the Chief Operating Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 15 day of April 2016.

  
\_\_\_\_\_  
Anne-Lee Verville, Board Chair

STATE OF NHCOUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 15 day of April 2016 by Anne-Lee Verville.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 10/26/2016



**CERTIFICATE OF INSURANCE** DATE: March 22, 2016

**COMPANY AFFORDING COVERAGE**  
 Hamden Assurance Risk Retention Group, Inc.  
 P.O. Box 1687  
 30 Main Street, Suite 330  
 Burlington, VT 05401

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**INSURED**  
 Mary Hitchcock Memorial Hospital  
 One Medical Center Drive  
 Lebanon, NH 03756  
 (603)653-6850

**COVERAGES**

This is to certify that the Policy listed below have been issued to the Named Insured 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. This policy issued by a risk retention group may not be subject to all insurance laws and regulations in all states. State insurance insolvency funds are not available to a risk retention group policy.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
<b>X</b>	<b>COMMERCIAL GENERAL LIABILITY</b>	0002015-A	07/01/2015	06/30/2016	GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OP AGGREGATE	
					PERSONAL ADV INJURY	
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE	
<b>x</b>	<b>CLAIMS MADE</b>				MEDICAL EXPENSES	
	<b>OCCURRENCE</b>				EACH OCCURENCE	\$1,000,000
					ANNUAL AGGREGATE	\$3,000,000
<b>OTHER</b>						

**DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)**  
 Certificate of Insurance issued as evidence of insurance for activities related to the State of New Hampshire Contract.

**CERTIFICATE HOLDER**

State of New Hampshire  
 129 Pleasant Street- Brown Bldg  
 Concord, NH 03301

**CANCELLATION**  
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



**AUTHORIZED REPRESENTATIVES**

*Scott J. Monahan*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/15/2016

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

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

PRODUCER: HUB Healthcare Solutions, HUB International New England, 100 Central Street, 2nd Floor, Holliston, MA 01746. CONTACT NAME: Jessica Kelley, PHONE: 978-661-6233, FAX: 866-381-4798, E-MAIL ADDRESS: jessica.kelley@hubinternational.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Safety National Casualty Corp.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR VVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Workers Compensation coverage.

CERTIFICATE HOLDER: State of New Hampshire, Attn: Denise Shelburne, Contracts & Procurement Unit 129, Pleasant Street - Brown Bldg., Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



## Mission, Vision, & Values

### Our Mission

We advance health through research, education, clinical practice, and community partnerships, providing each person the best care, in the right place, at the right time, every time.

### Our Vision

Achieve the healthiest population possible, leading the transformation of health care in our region and setting the standard for our nation.

### Values

- Respect
- Integrity
- Commitment
- Transparency
- Trust
- Teamwork
- Stewardship
- Community



# **Dartmouth-Hitchcock Health and Subsidiaries**

**Consolidated Financial Statements  
June 30, 2015 and 2014**

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**Dartmouth-Hitchcock Health and Subsidiaries**  
**Index**  
**June 30, 2015 and 2014**

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## Independent Auditor's Report

To the Board of Trustees of Dartmouth-Hitchcock Health and Subsidiaries

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and Subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2015 and 2014, and the related consolidated statements of operations and changes in net assets and of cash flows for the years ended June 30, 2015 and 2014.

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

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated 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 the consolidated financial statements based on our audits. We did not audit the consolidated financial statements of The Cheshire Medical Center, a subsidiary whose sole member is Dartmouth-Hitchcock Health, which statements reflect total assets constituting 9.7% of consolidated total assets at June 30, 2015 and total revenues of 3.5% of consolidated total revenues for the year then ended. Those statements as of June 30, 2015 and for the four months then ended were audited by other auditors whose report thereon has been furnished to us, and our opinion expressed herein, insofar as it relates to the amounts included for The Cheshire Medical Center, is based solely on the report of the other auditors. We did not audit the consolidated financial statements of New London Hospital Association, Inc. and Subsidiaries, a subsidiary whose sole member is Dartmouth-Hitchcock Health, which statements reflect total assets constituting 3.8% of consolidated total assets at June 30, 2014 and total revenues of 3.0% of consolidated total revenues for the year then ended. Those statements as of June 30, 2014 and for the nine months then ended were audited by other auditors whose report thereon has been furnished to us, and our opinion expressed herein, insofar as it relates to the amounts included for New London Hospital Association, Inc. and Subsidiaries, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Health System's preparation and fair presentation of the consolidated 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 Health System'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 consolidated 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, based on our audits and the reports of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Health System at June 30, 2015 and 2014, and the results of its operations and changes in net assets and its cash flows for the years ended June 30, 2015 and 2014 in accordance with accounting principles generally accepted in the United States of America.

### *Emphasis of Matter*

As discussed in Note 2 to the consolidated financial statements, the Health System changed the manner in which it accounts for investment gains and losses recognized within periodic pension cost in 2015. Our opinion is not modified with respect to this matter.

### *Other Matter*

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position and results of operations and changes in unrestricted net assets of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position and results of operations and changes in unrestricted net assets of the individual companies.

*PricewaterhouseCoopers LLP*

November 27, 2015

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Balance Sheets**  
**June 30, 2015 and 2014**

<i>(in thousands of dollars)</i>	2015	2014
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 38,909	\$ 50,927
Patient accounts receivable, net of estimated uncollectibles of \$92,532 and \$124,404 at June 30, 2015 and 2014 (Note 4)	204,272	184,606
Prepaid expenses and other current assets (Note 13)	100,586	91,302
Total current assets	<u>343,767</u>	<u>326,835</u>
Assets limited as to use (Notes 5, 7, and 10)	620,425	629,185
Other investments for restricted activities (Notes 5 and 7)	132,016	101,675
Property, plant, and equipment, net (Note 6)	601,355	484,753
Other assets	88,450	72,508
Total assets	<u>\$ 1,786,013</u>	<u>\$ 1,614,956</u>
<b>Liabilities and Net Assets</b>		
Current liabilities		
Current portion of long-term debt (Note 10)	\$ 17,179	\$ 13,281
Line of credit (Note 13)	1,200	-
Current portion of liability for pension and other postretirement plan benefits (Note 11)	5,961	5,142
Accounts payable and accrued expenses (Note 13)	120,221	93,023
Accrued compensation and related benefits	94,864	78,575
Estimated third-party settlements (Note 4)	36,599	30,677
Total current liabilities	<u>276,024</u>	<u>220,698</u>
Long-term debt, excluding current portion (Note 10)	575,484	550,703
Insurance deposits and related liabilities (Note 12)	62,356	68,498
Interest rate swaps (Notes 7 and 10)	24,740	24,413
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11)	187,568	139,056
Other liabilities	56,109	47,980
Total liabilities	<u>1,182,281</u>	<u>1,051,348</u>
Net assets		
Unrestricted (Note 9)	474,194	462,675
Temporarily restricted (Notes 8 and 9)	76,457	64,664
Permanently restricted (Notes 8 and 9)	53,081	36,269
Total net assets	<u>603,732</u>	<u>563,608</u>
Commitments and contingencies (Notes 4, 6, 7, 10, and 13)	-	-
Total liabilities and net assets	<u>\$ 1,786,013</u>	<u>\$ 1,614,956</u>

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

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended June 30, 2015 and 2014**

<i>(in thousands of dollars)</i>	2015	2014
<b>Unrestricted revenue and other support</b>		
Net patient service revenue, net of provision for bad debt (\$17,562 and \$47,606 in 2015 and 2014), (Notes 1 and 4)	\$ 1,380,559	\$ 1,229,848
Contracted revenue (Note 2)	80,835	92,390
Other operating revenue (Note 2 and 5)	82,993	64,804
Net assets released from restrictions	15,637	11,670
Total unrestricted revenue and other support	1,560,024	1,398,712
<b>Operating expenses</b>		
Salaries	776,402	675,716
Employee benefits	213,975	209,052
Medical supplies and medications	219,967	196,397
Purchased services and other	205,704	169,956
Medicaid enhancement tax (Note 4)	51,996	34,488
Depreciation and amortization	67,213	57,729
Interest (Note 10)	18,442	18,436
Expenditures relating to net assets released from restrictions	15,637	11,670
Total operating expenses	1,569,336	1,373,444
Operating (loss) gain	(9,312)	25,268
<b>Nonoperating gains (losses)</b>		
Investment (losses) gains (Notes 5 and 10)	(11,015)	56,804
Other losses	(1,241)	(4,473)
Contribution revenue from acquisition (Note 3)	92,499	33,692
Total nonoperating gains (losses), net	80,243	86,023
Excess of revenue over expenses	\$ 70,931	\$ 111,291

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

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Statements of Operations and Changes in Net Assets, Continued**  
**Years Ended June 30, 2015 and 2014**

<i>(in thousands of dollars)</i>	<b>2015</b>	<b>2014</b>
<b>Unrestricted net assets</b>		
Excess of revenue over expenses	\$ 70,931	\$ 111,291
Net assets released from restrictions	2,411	763
Change in funded status of pension and other postretirement benefits (Note 11)	(60,892)	19,669
Change in fair value of interest rate swaps (Note 10)	(931)	1,538
Increase in unrestricted net assets	<u>11,519</u>	<u>133,261</u>
<b>Temporarily restricted net assets</b>		
Gifts, bequests, sponsored activities	10,625	18,295
Investment gains	1,797	1,171
Change in net unrealized (losses) gains on investments	(1,619)	2,998
Net assets released from restrictions	(18,048)	(12,433)
Contribution of temporarily restricted net assets from acquisition	19,038	386
Increase in temporarily restricted net assets	<u>11,793</u>	<u>10,417</u>
<b>Permanently restricted net assets</b>		
Gifts and bequests	202	2,961
Contribution of permanently restricted net assets from acquisition	16,610	2,053
Increase in permanently restricted net assets	<u>16,812</u>	<u>5,014</u>
Change in net assets	<u>40,124</u>	<u>148,692</u>
<b>Net assets</b>		
Beginning of year	<u>563,608</u>	<u>414,916</u>
End of year	<u>\$ 603,732</u>	<u>\$ 563,608</u>

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

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Statements of Cash Flows**  
**Years Ended June 30, 2015 and 2014**

<i>(in thousands of dollars)</i>	2015	2014
<b>Cash flows from operating activities</b>		
Change in net assets	\$ 40,124	\$ 148,682
Adjustments to reconcile change in net assets to net cash provided by operating and nonoperating activities		
Change in fair value of interest rate swaps	(104)	(56)
Provision for bad debt	17,562	47,886
Depreciation and amortization	67,414	58,286
Contribution revenue from acquisition	(128,147)	(36,831)
Change in funded status of pension and other postretirement benefits	60,892	(19,669)
Loss on disposal of fixed assets	670	383
Net realized (loses) gains and change in net unrealized (losses) gains on investments	15,795	(58,824)
Restricted contributions	(11,040)	(10,637)
Proceeds from sale of securities	723	483
Changes in assets and liabilities		
Patient accounts receivable, net	(17,151)	(54,387)
Prepaid expenses and other current assets	9,165	(7,669)
Other assets, net	(4,388)	(10,623)
Accounts payable and accrued expenses	(5,169)	10,658
Accrued compensation and related benefits	8,684	757
Estimated third-party settlements	2,637	2,389
Insurance deposits and related liabilities	(17,177)	(23,654)
Liability for pension and other postretirement benefits	(25,471)	(14,980)
Other liabilities	(669)	9,489
Net cash provided by operating and nonoperating activities	<u>14,350</u>	<u>41,751</u>
<b>Cash flows from investing activities</b>		
Purchase of property, plant, and equipment	(87,196)	(50,883)
Proceeds from sale of property, plant, and equipment	1,533	3,855
Purchases of investments	(166,589)	(107,216)
Proceeds from maturities and sales of investments	195,950	111,871
Cash received through acquisition	29,914	3,431
Net cash used by investing activities	<u>(26,388)</u>	<u>(39,952)</u>
<b>Cash flows from financing activities</b>		
Proceeds from line of credit	60,904	100,880
Payments on line of credit	(60,700)	(100,880)
Repayment of long-term debt	(54,682)	(27,353)
Proceeds from issuance of debt	43,452	17,866
Payment of debt issuance costs	6	(438)
Restricted contributions	11,040	8,589
Net cash provided (used) by financing activities	<u>20</u>	<u>(2,454)</u>
(Decrease) increase in cash and cash equivalents	<u>(12,018)</u>	<u>45</u>
<b>Cash and cash equivalents</b>		
Beginning of year	50,927	50,882
End of year	<u>\$ 38,909</u>	<u>\$ 50,927</u>
<b>Supplemental cash flow information</b>		
Interest paid	\$ 21,659	\$ 22,220
Asset appreciation due to affiliations	15,596	6,887
Construction in progress included in accounts payable and accrued expenses	1,955	10,561
Equipment acquired through issuance of capital lease obligations	1,741	784
Donated securities	685	483

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



# Dartmouth-Hitchcock Health and Subsidiaries

## Consolidated Notes to Financial Statements

### Years Ended June 30, 2015 and 2014

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#### 1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of Mary Hitchcock Memorial Hospital (MHMH) and Dartmouth-Hitchcock Clinic (DHC) (collectively referred to as "Dartmouth-Hitchcock" (D-H)), New London Hospital Association (NLH), Mt. Ascutney Hospital and Health Center (MAHHC) and The Cheshire Medical Center (Cheshire).

The "Health System" consists of D-HH, its affiliates and their subsidiaries.

D-HH currently operates one tertiary and three community acute care hospitals in NH and VT, one facility providing inpatient and outpatient mental health services, and one facility providing inpatient and outpatient rehabilitation medicine and long-term care. D-HH also operates two physician practices and a nursing home. D-HH operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, MHMH, DHC, NLH and Cheshire are New Hampshire (NH) not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). MAHHC is a Vermont (VT) not-for-profit corporation exempt from federal income taxes under Section 501(c)(3) of the IRC.

Fiscal year 2015 includes a full year of operations of D-HH, D-H, NLH, MAHHC and four months of operations of Cheshire. Fiscal year 2014 includes a full year of operations of D-HH, D-H and nine months of operations of NLH (Note 3).

#### Community Benefits

The mission of the Health System is to advance health through research, education, clinical practice and community partnerships, providing each person the best care, in the right place, at the right time, every time.

Consistent with this mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System also seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

The Health System files annual Community Benefits Reports with the States of NH and VT which outline the community and charitable benefits it provides. The broad categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community health services* include activities carried out to improve community health and could include community health education (such as lectures, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).

## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### Years Ended June 30, 2015 and 2014

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- *Subsidized health services* are services provided even though there is a financial loss because they meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.
- *Research support and other grants* representing costs in excess of awards for numerous health research and service initiatives awarded to the organizations.
- *Community health-related initiatives* outside of the organization(s) through various financial contributions of cash, in-kind, and grants to local organizations.
- *Community-building activities* include cash, in-kind donations, and budgeted expenditures for the development of programs and partnerships intended to address social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement. Community benefit operations includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.
- *Charity care (financial assistance)* represents services provided to patients who cannot afford healthcare services due to inadequate financial resources which result from being uninsured or underinsured. For the years ended June 30, 2015 and 2014, the Health System provided financial assistance to patients in the amount of approximately \$50,076,000 and \$56,372,000, respectively, as measured by gross charges. The estimated cost of providing this care for the years ended June 30, 2015 and 2014 was approximately \$20,781,000 and \$20,454,000, respectively. The estimated costs of providing charity care services are determined applying a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of costs to charges is calculated using total expenses, less bad debt, divided by gross revenue.
- *Government-sponsored healthcare services*, provided to Medicaid and Medicare patients at reimbursement levels that are significantly below the cost of the care provided.
- The *uncompensated cost of care for Medicaid* patients reported in the unaudited Community Benefits Reports for 2014 was approximately \$109,696,000. The 2015 Community Benefits Reports are expected to be filed in February 2016.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**Years Ended June 30, 2015 and 2014**

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The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2014:

*(Unaudited, in thousands of dollars)*

Community health services	\$ 3,267
Health professional education	28,551
Subsidized health services	7,407
Research	5,421
Financial contributions	7,142
Community building activities	797
Community benefit operations	29
Charity care	20,454
Government-sponsored healthcare services	159,446
Total community benefit value	<u>\$ 232,514</u>

The Health System also provides a significant amount of uncompensated care to its patients that are reported as provision for bad debts, which is not included in the amounts reported above. During the years ended June 30, 2015 and 2014, the Health System reported a provision for bad debt expense of approximately \$17,562,000 and \$47,606,000, respectively. The Health System also routinely provides services to Medicare patients at reimbursement levels that are below the costs of the care provided.

**2. Summary of Significant Accounting Policies**

**Basis of Presentation**

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954 *Healthcare Entities* (ASC 954), which addresses the accounting for healthcare entities. In accordance with the provisions of ASC 954, net assets and revenue, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, unrestricted net assets are amounts not subject to donor-imposed stipulations and are available for operations. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

**Use of Estimates**

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant areas that are affected by the use of estimates include the allowance for estimated uncollectible accounts and contractual allowances, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results could differ from those estimates.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**Years Ended June 30, 2015 and 2014**

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**Excess of Revenue Over Expenses**

The consolidated statements of operations and changes in net assets include excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on unrestricted investments, which are utilized to provide charity and other operational support. Peripheral activities, including unrestricted contribution income from acquisitions, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as nonoperating gains (losses).

Changes in unrestricted net assets which are excluded from excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets), change in funded status of pension and other postretirement benefit plans, and the effective portion of the change in fair value of interest rate swaps.

**Charity Care and Provision for Bad Debts**

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. Additions to the allowance for uncollectible accounts are made by means of the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance and subsequent recoveries are added. The amount of the provision for bad debts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 4).

**Net Patient Service Revenue**

Net patient service revenue is reported at the estimated net realizable amounts from patients, third party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and bad debt expense. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 4).

**Contract Revenue**

The Health System has various Professional Service Agreements (PSAs), pursuant to which certain facilities purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

**Other Revenue**

The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. This revenue includes retail pharmacy, joint operating agreements, grant revenue, cafeteria sales, meaningful use incentive payments and other support service revenue.

## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### Years Ended June 30, 2015 and 2014

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#### Cash Equivalents

Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors.

#### Investments and Investment Income

Investments in equity securities with readily determinable fair values, mutual funds and pooled/commingled funds, and all investments in debt securities are considered to be trading securities reported at fair value with changes in fair value included in the excess of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 7).

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in excess of revenues over expenses. All investments, whether held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheets date on a non-distressed basis.

Certain affiliates of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated and restricted assets were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on unrestricted investments, change in value of equity method investments, interest, and dividends) are included in excess of revenue over expenses classified as nonoperating gains and losses, unless the income or loss is restricted by donor or law (Note 9).

#### Fair Value Measurement of Financial Instruments

The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

- Level 1      Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.
- Level 2      Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.
- Level 3      Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**Years Ended June 30, 2015 and 2014**

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The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

The carrying amount of patient accounts receivable, prepaid and other current assets, accounts payable, and accrued expenses approximates fair value due to the short maturity of these instruments.

**Property, Plant, and Equipment**

Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair market value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to ten years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

Gifts of capital assets such as land, buildings, or equipment are reported as unrestricted support, and excluded from excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of capital assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire capital assets are reported as restricted support. Absent explicit donor stipulations about how long those capital assets must be maintained, expirations of donor restrictions are reported when the donated or acquired capital assets are placed in service.

**Bond Issuance Costs**

Bond issuance costs, classified on the consolidated balance sheets as other assets, are amortized over the term of the related bonds. Amortization is recorded within depreciation and amortization in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

**Trade Names**

The Health System records trade names as intangible assets within other assets on the consolidated statements of financial position. The Health System considers trade names to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values

## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### Years Ended June 30, 2015 and 2014

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exceed their fair values. The Health System has recorded \$2,700,000 as intangible assets associated with its affiliations. There were no impairment charges recorded for the years ended June 30, 2015 and 2014.

#### Derivative Instruments and Hedging Activities

The Health System applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which requires that all derivative instruments be recorded at their respective fair value in the consolidated balance sheets.

On the date a derivative contract is entered into, the Health System designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, the Health System formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness. This process includes linking cash-flow hedges to specific assets and liabilities on the consolidated balance sheets or to specific firm commitments or forecasted transactions. The Health System also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in variability of cash flows of hedged items. Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in unrestricted net assets until earnings are affected by the variability in cash flows of the designated hedged item. The ineffective portion of the change in fair value of a cash-flow hedge is reported in excess of revenue over expenses in the consolidated statements of operation and changes in net assets.

The Health System discontinues hedge accounting prospectively when it is determined: (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item; (b) the derivative expires or is sold, terminated, or exercised; (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur; (d) a hedged firm commitment no longer meets the definition of a firm commitment; and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate.

In all situations in which hedge accounting is discontinued, the Health System continues to carry the derivative at its fair value on the consolidated balance sheets and recognizes any subsequent changes in its fair value in excess of revenue over expenses.

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#### Gifts and Bequests

Unrestricted gifts and bequests are recorded net of related expenses as nonoperating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair market value at the date the gift is received. Gifts are reported as either temporarily or permanently restricted if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

#### Change in Accounting

During 2015, the Health System elected to change its method of accounting for pension and postretirement benefits. For purposes of calculating the expected return on plan assets, the Health System will no longer use an averaging technique permitted under Generally Accepted Accounting

## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### Years Ended June 30, 2015 and 2014

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Principles (GAAP) for the market-related value of plan assets, but instead will use the actual fair value of plan assets. These changes are intended to improve the transparency of the Health System's operating results by more quickly recognizing the effects of current economic and interest rate trends on plan investments and assumptions. These changes have been reported through retrospective application to all periods presented. The impact of the change in accounting for the years ended June 30, 2015 and 2014 was an approximate (reduction) increase in pension expense of (\$4,800,000) and \$4,900,000, respectively.

#### Recently Issued Accounting Pronouncements

In May 2014, the FASB issued a standard on Revenue from Contracts with Customers. This standard implements a single framework for recognition of all revenue earned from customers. This framework ensures that entities appropriately reflect the consideration to which they expect to be entitled in exchange for goods and services by allocating transaction price to identified performance obligations and recognizing revenue as performance obligations are satisfied. Qualitative and quantitative disclosures are required to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The standard is effective for fiscal years beginning after December 15, 2017. The Health System is evaluating the impact this will have on the combined financial statements beginning in Fiscal Year 2018.

### 3. Acquisitions

Effective July 1, 2014 D-HH became the sole corporate member of Windsor Hospital Corporation (dba Mt. Ascutney Hospital and Health Center "MAHHC") through an affiliation agreement. MAHHC is a not-for-profit corporation providing inpatient and outpatient care services to residents of Windsor County, Vermont. MAHHC is the sole corporate member of Historic Homes of Runnemedede, Inc. a not-for-profit Vermont corporation providing recreational, educational and residential care services for the aging. In addition, MAHHC is the sole corporate member of Mt. Ascutney Hospital Community Health Foundation, Inc. which is a not-for-profit Vermont corporation providing health education and promotion programs aimed at improving the health status of the Windsor community. MAHHC and its subsidiaries have a fiscal year end of September 30<sup>th</sup>.

Effective March 2, 2015 D-HH became the sole corporate member of The Cheshire Medical Center (Cheshire) through an affiliation agreement. Cheshire is a not-for-profit acute care hospital providing inpatient and outpatient services to the residents of Merrimack and Sullivan counties. Cheshire is the sole corporate member of The Cheshire Health Foundation (Cheshire Foundation), a not-for-profit corporation that carries on fundraising activities and manages related investments. Cheshire and Cheshire Foundation have a fiscal year end of June 30<sup>th</sup>. The D-HH's 2015 consolidated financial statements reflect four months of activity for Cheshire and Cheshire Foundation beginning March 2, 2015.

In accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, The Health System recorded contribution income of approximately \$128,147,000 reflecting the fair value of the contributed net assets of MAHHC and Cheshire and their subsidiaries on the transaction dates. Of this amount, \$92,499,000 represents unrestricted net assets and is included as a nonoperating gain in the accompanying consolidated statements of operations. Restricted contribution income of \$19,038,000 and \$16,610,000 was recorded within temporarily and permanently restricted net assets, respectively, in the accompanying consolidated statements of changes in net assets. No consideration was exchanged for the net assets contributed and acquisition costs are expensed as incurred.



**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**Years Ended June 30, 2015 and 2014**

The fair value of assets, liabilities, and net assets contributed by MAHHC and Cheshire and their subsidiaries at July 1, 2014 and March 2, 2015 were as follows:

(in thousands)

	MAHHC	Cheshire	Total
<b>Assets</b>			
Cash and cash equivalents	\$ 4,159	\$ 25,755	29,914
Patient accounts receivable, net	7,063	13,014	20,077
Prepaid expenses and other current assets	1,368	3,345	4,713
Assets limited as to use	15,168	46,440	61,608
Property, plant, and equipment, net	17,644	81,275	98,919
Other assets	2,398	5,698	8,096
Total assets acquired	<u>\$ 47,800</u>	<u>\$ 175,527</u>	<u>223,327</u>
<b>Liabilities</b>			
Accounts payable and accrued expenses	\$ 2,174	\$ 19,709	21,883
Accrued compensation and related benefits	2,590	5,016	7,606
Estimated third-party settlements	3,285	-	3,285
Long-term debt	10,213	29,052	39,265
Interest rate swaps	431	-	431
Other liabilities	6,693	16,017	22,710
Total liabilities assumed	<u>25,386</u>	<u>69,794</u>	<u>95,180</u>
<b>Net Assets</b>			
Unrestricted	15,672	76,827	92,499
Temporarily restricted	752	18,286	19,038
Permanently restricted	5,990	10,620	16,610
Total net assets	<u>22,414</u>	<u>105,733</u>	<u>128,147</u>
Total liabilities and net assets	<u>\$ 47,800</u>	<u>\$ 175,527</u>	<u>223,327</u>

A summary of the financial results of MAHHC and Cheshire and their subsidiaries included in the consolidated statements of operations and changes in net assets for the period from the dates of acquisition, July 1, 2014 and March 2, 2015 through June 30, 2015 is as follows:

(in thousands)

	MAHHC	Cheshire	Total
Total operating revenues	\$ 49,628	\$ 53,824	\$ 103,452
Total operating expenses	51,098	55,288	106,386
Operating loss	(1,470)	(1,464)	(2,934)
Nonoperating gains	117	452	569
Deficit of revenues over expenses	(1,353)	(1,012)	(2,365)
Net assets released from restriction used for capital purchases	679	1,010	1,689
Change in funded status of pension and other postretirement benefits	(790)	2,875	2,085
Change in fair value on interest rate swaps	159	-	159
Net assets transferred from affiliate	15,672	76,827	92,499
Increase in unrestricted net assets	<u>\$ 14,367</u>	<u>\$ 79,700</u>	<u>\$ 94,067</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**Years Ended June 30, 2015 and 2014**

A summary of the consolidated financial results of the Health System for the years ended June 30, 2015 and 2014 as if the transactions had occurred on July 1, 2013 is as follows (unaudited):

(in thousands)

	2015	2014
Total operating revenues	\$ 1,658,250	\$ 1,595,128
Total operating expenses	<u>1,671,124</u>	<u>1,572,044</u>
Operating (loss) gain	(12,874)	23,084
Nonoperating gains	<u>81,277</u>	<u>90,522</u>
Excess of revenues over expenses	68,403	113,606
Net assets released from restriction used for capital purchases	2,411	790
Change in funded status of pension and other post retirement benefits	(65,128)	20,017
Change in fair value on interest rate swaps	<u>(931)</u>	<u>1,538</u>
Increase in unrestricted net assets	<u>\$ 4,755</u>	<u>\$ 135,951</u>

**4. Patient Service Revenue and Accounts Receivable**

Patient service revenue is reported net of contractual allowances and the provision for bad debts as follows for the years ended June 30, 2015 and 2014:

(in thousands of dollars)

	2015	2014
Gross patient service revenue	\$ 3,656,514	\$ 3,235,142
Less: Contractual allowances	2,258,393	1,957,688
Less: Provision for bad debt	<u>17,562</u>	<u>47,606</u>
Net patient service revenue	<u>\$ 1,380,559</u>	<u>\$ 1,229,848</u>

Accounts receivable are reduced by an allowance for estimated uncollectibles. In evaluating the collectability of accounts receivable, the Health System analyzes past collection history and identifies trends for several categories of self-pay accounts (uninsured, residual balances, pre-collection accounts and charity) to estimate the appropriate allowance percentages in establishing the allowance for bad debt expense. Management performs collection rate look-back analyses on a quarterly basis to evaluate the sufficiency of the allowance for estimated uncollectibles. Throughout the year, after all reasonable collection efforts have been exhausted, the difference between the standard rates and the amounts actually collected, including contractual adjustments and uninsured discounts, will be written off against the allowance for estimated uncollectibles. In addition to the review of the categories of revenue, management monitors the write offs against established allowances as of a point in time to determine the appropriateness of the underlying assumptions used in estimating the allowance for estimated uncollectibles.

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Accounts receivable, prior to adjustment for estimated uncollectibles, are summarized as follows at June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	2015	2014
<b>Receivables</b>		
Patients	\$ 123,881	\$ 156,967
Third-party payors	171,141	150,258
Nonpatient	1,782	1,785
	<u>\$ 296,804</u>	<u>\$ 309,010</u>

The allowance for estimated uncollectibles is \$92,532,000 and \$124,404,000 as of June 30, 2015 and 2014.

The following table categorizes payors into five groups and their respective percentages of gross patient service revenue for the years ended June 30, 2015 and 2014:

	2015	2014
Medicare	40 %	39 %
Anthem/Blue Cross	21	20
Commercial insurance	20	21
Medicaid	15	13
Self-pay/Other	4	7
	<u>100 %</u>	<u>100 %</u>

The Health System has agreements with third-party payors that provide for payments at amounts different from their established rates. A summary of inpatient acute care payment arrangements in effect during the years ended June 30, 2015 and 2014 with major third-party payors follows:

**Medicare:**

The Health System's inpatient acute care services provided to Medicare program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system. Under the system, outpatient services are reimbursed based on a pre-determined amount for each outpatient procedure, subject to various mandatory modifications. The Health System is reimbursed during the year for services to Medicare beneficiaries based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subsequent audit of this report by the Medicare fiscal intermediary.

Certain of the Health System's affiliates qualify as Critical Access Hospitals (CAH), which are reimbursed by Medicare at 101% of reasonable costs for inpatient acute, swing bed, and outpatient services, excluding ambulance services and inpatient hospice care. They are reimbursed at an interim rate for cost based services with a final settlement determined by the Medicare Cost Report filing. The nursing home is not impacted by CAH designation. Medicare reimburses nursing home care based on an acuity driven prospective payment system with no retrospective settlement.

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**Medicaid:**

The Health System's payments for inpatient services rendered to NH Medicaid beneficiaries are based on a prospective payment system, while outpatient services are reimbursed on a retrospective cost basis or fee schedules. NH Medicaid Outpatient Direct Medical Education costs are reimbursed, as a pass-through, based on the filing of the Medicare cost report. Payment for inpatient and outpatient services rendered to VT Medicaid beneficiaries are based on prospective payment systems and the skilled nursing facility is reimbursed on a prospectively determined per diem rate.

During the years ended June 30, 2015 and 2014, the Health System recorded State of NH Medicaid Enhancement Tax (MET) expense of \$51,996,000 and \$34,488,000, respectively. The tax is calculated at 5.5% of certain gross patient revenues in accordance with instructions received from the State of NH. The MET expense is included in operating expenses in the consolidated statements of operations and changes in net assets.

On June 30, 2014, the NH Governor signed into law a bi-partisan legislation reflecting an agreement between the State of NH and 25 NH hospitals on the Medicaid Enhancement Tax "SB 369". As part of the agreement the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, and the State Rate Litigation. As part of the Medicaid Enhancement Tax Agreement Effective July 1, 2014, a "Trust / Lock Box" dedicated fund mechanism will be established for receipt and distribution of all MET proceeds with all monies used exclusively to support Medicaid services. During the years ended June 30, 2015 and 2014, the Health System received disproportionate share hospital (DSH) payments of \$10,152,016 and \$12,631,782, respectively.

The Health Information Technology for Economic and Clinical Health (HITECH) Act included in the American Recovery and Reinvestment Act (ARRA) provides incentives for the adoption and use of health information technology by Medicare and Medicaid providers and eligible professionals over the next several years with an anticipated end date of December 31, 2016, depending on the program. The Health System has recognized \$4,175,164 and \$6,833,075 in meaningful use incentives for both the Medicare and Vermont Medicaid programs during the years ended June 30, 2015 and 2014, respectively.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with laws and regulations can be subject to future government review and interpretation as well as significant regulatory action; failure to comply with such laws and regulations can result in fines, penalties and exclusion from the Medicare and Medicaid programs.

**Other:**

For services provided to patients with commercial insurance the Health System receives payment for inpatient services at prospectively determined rates-per-discharge, prospectively determined per diem rates or a percentage of established charges. Outpatient services are reimbursed on a fee schedule or at a discount from established charges.

Nonacute and physician services are paid at various rates under different arrangements with governmental payors, commercial insurance carriers and health maintenance organizations. The basis for payments under these arrangements includes prospectively determined per visit rates, discounts from established charges, fee schedules, and reasonable cost subject to limitations.

The Health System has provided for its estimated final settlements with all payors based upon applicable contracts and reimbursement legislation and timing in effect for all open years (2007 -

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2015). The differences between the amounts provided and the actual final settlement, if any, is recorded as an adjustment to net patient service revenue as amounts become known or as years are no longer subject to audits, reviews and investigations. During 2015 and 2014, changes in estimates related to the Health System's settlements with third-party payors resulted in increases in net patient service revenue of approximately \$5,550,206 and \$4,076,601, respectively, in the consolidated statements of operations and changes in net assets.

**5. Investments**

The composition of investments at June 30, 2015 and 2014 is set forth in the following table:

<i>(in thousands of dollars)</i>	2015	2014
<b>Assets limited as to use</b>		
Internally designated by board		
Cash and short-term investments	\$ 8,475	\$ 7,463
U.S. government securities	36,634	36,930
Domestic corporate debt securities	80,254	83,224
Global debt securities	111,156	126,451
Domestic equities	106,350	111,970
International equities	69,965	54,778
Emerging markets equities	36,591	40,344
REIT	621	-
Private equity funds	26,843	25,146
Hedge funds	56,590	50,370
	<u>533,479</u>	<u>536,676</u>
<b>Investments held by captive insurance companies (Note 12)</b>		
U.S. government securities	27,730	45,897
Domestic corporate debt securities	32,017	22,005
Global debt securities	4,883	3,770
Domestic equities	7,669	7,286
International equities	12,869	13,058
	<u>85,168</u>	<u>92,016</u>
<b>Held by trustee under indenture agreement (Note 10)</b>		
Cash and short-term investments	1,778	493
Total assets limited as to use	<u>\$ 620,425</u>	<u>\$ 629,185</u>

<i>(in thousands of dollars)</i>	2015	2014
<b>Other investments for restricted activities</b>		
Cash and short-term investments	\$ 5,448	\$ 4,215
U.S. government securities	19,730	13,872
Domestic corporate debt securities	34,548	26,689
Global debt securities	18,947	19,034
Domestic equities	18,354	15,901
International equities	14,777	7,461
Emerging markets equities	5,077	5,162
REIT	533	-
Private equity funds	3,653	3,101
Hedge funds	10,921	6,212
Other	28	28
Total other investments for restricted activities	<u>\$ 132,016</u>	<u>\$ 101,675</u>

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Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used when debt securities or equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a non-distressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2015 and 2014. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

<i>(in thousands of dollars)</i>	2015		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 15,700	\$ -	\$ 15,700
U.S. government securities	84,095	-	84,095
Domestic corporate debt securities	115,698	31,121	146,819
Global debt securities	54,193	80,792	134,985
Domestic equities	119,883	12,491	132,374
International equities	25,790	71,822	97,612
Emerging markets equities	95	41,571	41,666
REIT	-	1,154	1,154
Private equity funds	-	30,496	30,496
Hedge funds	-	67,512	67,512
Other	28	-	28
	<u>\$ 415,482</u>	<u>\$ 336,959</u>	<u>\$ 752,441</u>

<i>(in thousands of dollars)</i>	2014		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 12,171	\$ -	\$ 12,171
U.S. government securities	96,699	-	96,699
Domestic corporate debt securities	101,467	30,451	131,918
Global debt securities	67,544	81,711	149,255
Domestic equities	123,620	11,537	135,157
International equities	13,763	61,534	75,297
Emerging markets equities	185	45,321	45,506
Private equity funds	-	28,247	28,247
Hedge funds	-	56,582	56,582
Other	28	-	28
	<u>\$ 415,477</u>	<u>\$ 315,383</u>	<u>\$ 730,860</u>

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Investment income (losses) is comprised of the following for the years ended June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	2015	2014
<b>Unrestricted</b>		
Interest and dividend income, net	\$ 7,927	\$ 5,241
Net realized gains on sales of securities	12,432	15,464
Change in net unrealized gains on investments	<u>(28,824)</u>	<u>38,685</u>
	<u>(8,465)</u>	<u>59,390</u>
<b>Temporarily restricted</b>		
Interest and dividend income, net	1,151	294
Net realized gains on sales of securities	646	877
Change in net unrealized gains on investments	<u>(1,619)</u>	<u>2,998</u>
	<u>178</u>	<u>4,169</u>
	<u>\$ (8,287)</u>	<u>\$ 63,559</u>

For the years ended June 30, 2015 and 2014 unrestricted investment income (losses) is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately \$2,550,000 and \$2,586,000 and as nonoperating (losses) gains of approximately (\$11,015,000) and \$56,804,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2015 and 2014, the Health System has committed to contribute approximately \$105,782,000 and \$101,285,000 to such funds, of which the Health System has contributed approximately \$66,918,000 and \$67,206,000 and has outstanding commitments of \$38,864,000 and 34,079,000, respectively.

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**6. Property, Plant, and Equipment**

Property, plant, and equipment are summarized as follows at June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	2015	2014
Land	\$ 29,558	\$ 25,839
Land improvements	31,750	30,450
Buildings and improvements	714,689	619,243
Equipment	590,501	507,077
Equipment under capital leases	17,824	16,128
	<u>1,384,322</u>	<u>1,198,737</u>
Less: Accumulated depreciation and amortization	818,816	729,757
Total depreciable assets, net	<u>565,506</u>	<u>468,980</u>
Construction in progress	35,849	15,773
	<u>\$ 601,355</u>	<u>\$ 484,753</u>

As of June 30, 2015 and 2014 construction in progress primarily consists of the construction of the Williamson Research building in Lebanon, NH and the renovation for new inpatient and outpatient rehabilitation space at MAHHC. The estimated cost to complete these projects is \$8,425,000 and \$13,250,000 at June 30, 2015 and 2014, respectively.

Depreciation and amortization expense included in operating and nonoperating activities was approximately \$67,414,000 and \$58,216,000 for 2015 and 2014, respectively.

**7. Fair Value Measurements**

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

*Cash and short-term investments:* Consists of money market funds and are valued at NAV reported by the financial institution.

*Domestic, emerging markets and international equities:* Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

*U.S. government securities, domestic corporate and global debt securities:* Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).



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*Interest rate swaps:* The fair value of interest rate swaps, are determined using the present value of the fixed and floating legs of the swaps. Each series of cash flows are discounted by observable market interest rate curves and credit risk.

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although management believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2015 and 2014:

(in thousands of dollars)	2015				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Assets</b>						
<b>Investments</b>						
Cash and short term investments	\$ 15,700	\$ -	\$ -	\$ 15,700	Daily	1
U.S. government securities	84,095	-	-	84,095	Daily	1
Domestic corporate debt securities	34,671	81,027	-	115,698	Daily-Monthly	1-15
Global debt securities	44,107	10,086	-	54,193	Daily-Monthly	1-15
Domestic equities	119,883	-	-	119,883	Daily-Monthly	1-10
International equities	25,790	-	-	25,790	Daily-Monthly	1-11
Emerging market equities	95	-	-	95	Daily-Monthly	1-7
Other	-	28	-	28	Not applicable	Not applicable
<b>Total investments</b>	<b>324,341</b>	<b>91,141</b>	<b>-</b>	<b>415,482</b>		
<b>Deferred compensation plan assets</b>						
Cash and short-term investments	2,988	-	-	2,988		
U.S. government securities	46	-	-	46		
Domestic corporate debt securities	5,765	-	-	5,765		
Global debt securities	748	-	-	748		
Domestic equities	21,861	-	-	21,861		
International equities	8,808	-	-	8,808		
Emerging market equities	2,232	-	-	2,232		
Real Estate	1,874	-	-	1,874		
Multi Strategy Fund	8,155	-	-	8,155		
Guaranteed Contract	-	-	78	78		
<b>Total deferred compensation plan assets</b>	<b>52,477</b>	<b>-</b>	<b>78</b>	<b>52,555</b>	Not applicable	Not applicable
<b>Beneficial interest in trusts</b>	<b>-</b>	<b>-</b>	<b>9,345</b>	<b>9,345</b>	Not applicable	Not applicable
<b>Total assets</b>	<b>\$ 376,818</b>	<b>\$ 91,141</b>	<b>\$ 9,423</b>	<b>\$ 477,382</b>		
<b>Liabilities</b>						
Interest rate swaps	\$ -	\$ 24,740	\$ -	\$ 24,740	Not applicable	Not applicable
<b>Total liabilities</b>	<b>\$ -</b>	<b>\$ 24,740</b>	<b>\$ -</b>	<b>\$ 24,740</b>		

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(in thousands of dollars)	2014				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Assets</b>						
<b>Investments</b>						
Cash and short term investments	11,144	\$ 1,027	\$ -	\$ 12,171	Daily	1
U.S. government securities	96,699	-	-	96,699	Daily	1
Domestic corporate debt securities	33,201	68,266	-	101,467	Daily-Monthly	1-15
Global debt securities	57,911	9,633	-	67,544	Daily-Monthly	1-15
Domestic equities	123,620	-	-	123,620	Daily-Monthly	1-10
International equities	13,763	-	-	13,763	Daily-Monthly	1-11
Emerging market equities	185	-	-	185	Daily-Monthly	1-7
Other	-	28	-	28	Not applicable	Not applicable
<b>Total investments</b>	<b>336,523</b>	<b>78,954</b>	<b>-</b>	<b>415,477</b>		
<b>Deferred compensation plan assets</b>						
Cash and short-term investments	2,753	26	-	2,779		
U.S. government securities	80	-	-	80		
Domestic corporate debt securities	4,798	-	-	4,798		
Global debt securities	835	-	-	835		
Domestic equities	19,318	-	-	19,318		
International equities	8,735	-	-	8,735		
Emerging market equities	2,198	-	-	2,198		
Real Estate	1,665	-	-	1,665		
Multi Strategy Fund	6,079	-	-	6,079		
Guaranteed Contract	-	-	75	75		
<b>Total deferred compensation plan assets</b>	<b>46,461</b>	<b>26</b>	<b>75</b>	<b>46,562</b>	<b>Not applicable</b>	<b>Not applicable</b>
Beneficial interest in trusts	-	-	1,909	1,909	Not applicable	Not applicable
Contribution receivable from charitable	-	-	2,118	2,118	Not applicable	Not applicable
Remainder trust	-	-	2,118	2,118	Not applicable	Not applicable
<b>Total assets</b>	<b>\$ 382,984</b>	<b>\$ 78,980</b>	<b>\$ 4,102</b>	<b>\$ 466,066</b>		
<b>Liabilities</b>						
Interest rate swaps	\$ -	\$ 24,413	\$ -	\$ 24,413	Not applicable	Not applicable
<b>Total liabilities</b>	<b>\$ -</b>	<b>\$ 24,413</b>	<b>\$ -</b>	<b>\$ 24,413</b>		

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The following table is a rollforward of the statements of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

	2015			
	Beneficial Interest in Perpetual Trust	Contribution Receivable From Charitable Remainder Trust	Guaranteed Contract	Total
Balance at beginning of year	\$ 1,909	\$ 2,118	\$ 75	\$ 4,102
Purchases	-	-	3	3
Sales	-	(2,118)	-	(2,118)
Net unrealized gains (losses)	(198)	-	-	(198)
Net asset transfer from affiliate	7,634	-	-	7,634
Balance at end of year	\$ 9,345	\$ -	\$ 78	\$ 9,423

	2014			
	Beneficial Interest in Perpetual Trust	Contribution Receivable From Charitable Remainder Trust	Guaranteed Contract	Total
Balance at beginning of year	\$ 1,823	\$ -	\$ 72	\$ 1,895
Purchases	-	2,118	-	2,118
Net unrealized gains (losses)	86	-	3	89
Balance at end of year	\$ 1,909	\$ 2,118	\$ 75	\$ 4,102

There were no transfers into and out of Level 1 and Level 2 measurements due to changes in valuation methodologies during the years ended June 30, 2015 and 2014.

**8. Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at June 30, 2015 and 2014:

(in thousands of dollars)	2015	2014
Healthcare services	\$ 30,368	\$ 28,210
Research	16,376	22,699
Purchase of equipment	2,483	2,681
Charity care	16,354	1,511
Health education	9,181	7,688
Other	1,695	1,875
	<u>\$ 76,457</u>	<u>\$ 64,664</u>

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Permanently restricted net assets consist of the following at June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	2015	2014
Healthcare services	\$ 25,015	\$ 15,935
Research	7,689	7,634
Purchase of equipment	6,291	4,675
Charity care	5,609	2,874
Health education	8,454	5,129
Other	23	22
	<u>\$ 53,081</u>	<u>\$ 36,269</u>

Income earned on permanently restricted net assets is available for these purposes.

**9. Board Designated and Endowment Funds**

Net assets include approximately 60 individual funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Act (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Unrestricted net assets include funds designated by the Board of Trustees to function as endowments and the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Temporarily restricted net assets include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the temporary restrictions on these funds have been met, the funds are reclassified to unrestricted net assets.

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset

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allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2015 and 2014.

Endowment net asset composition by type of fund consists of the following at June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	2015			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Donor-restricted endowment funds	\$ -	\$ 28,296	\$ 44,491	\$ 72,787
Board-designated endowment funds	26,405	-	-	26,405
Total endowed net assets	<u>\$ 26,405</u>	<u>\$ 28,296</u>	<u>\$ 44,491</u>	<u>\$ 99,192</u>

<i>(in thousands of dollars)</i>	2014			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Donor-restricted endowment funds	\$ -	\$ 13,738	\$ 34,360	\$ 48,098
Board-designated endowment funds	19,834	-	-	19,834
Total endowed net assets	<u>\$ 19,834</u>	<u>\$ 13,738</u>	<u>\$ 34,360</u>	<u>\$ 67,932</u>

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Changes in endowment net assets for the years ended June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	2015			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances at beginning of year	\$ 19,834	\$ 13,738	\$ 34,360	\$ 67,932
Net investment return	143	(223)	1	(79)
Contributions	-	974	254	1,228
Transfers	-	(370)	158	(212)
Release of appropriated funds	(664)	(2,425)	(46)	(3,135)
Net asset transfer from affiliates	7,092	16,602	9,764	33,458
Balances at end of year	<u>\$ 26,405</u>	<u>\$ 28,296</u>	<u>44,491</u>	<u>\$ 99,192</u>
Balances at end of year			44,491	
Beneficial interest in perpetual trust			8,590	
Permanently restricted net assets			<u>\$ 53,081</u>	

<i>(in thousands of dollars)</i>	2014			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances at beginning of year	\$ 19,304	\$ 11,672	\$ 31,255	\$ 62,231
Net investment return	341	3,457	-	3,798
Contributions	-	42	809	851
Transfers	450	(280)	243	413
Release of appropriated funds	(261)	(1,539)	-	(1,800)
Net asset transfer from affiliates	-	386	2,053	2,439
Balances at end of year	<u>\$ 19,834</u>	<u>\$ 13,738</u>	<u>34,360</u>	<u>\$ 67,932</u>
Balances at end of year			34,360	
Beneficial interest in perpetual trust			1,909	
Permanently restricted net assets			<u>\$ 36,269</u>	

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10. Long-Term Debt

A summary of long-term debt at June 30, 2015 and 2014 follows:

<i>(in thousands of dollars)</i>	2015	2014
<b>Variable rate issues</b>		
<b>New Hampshire Health and Education Facilities</b>		
<b>Authority Revenue Bonds</b>		
Series 2013, principal maturing in varying annual amounts, through August 2043 (9)*	\$ 17,668	\$ 17,923
Series 2011, principal maturing in varying annual amounts, through August 2031 (4)	90,005	93,395
<b>Vermont Educational and Health Buildings Financing Agency (VEHFBA) Revenue Bonds</b>		
Series 2010A, principal maturing in varying annual amounts, through August 2030 (8)*	8,182	-
<b>Fixed rate issues</b>		
<b>New Hampshire Health and Education Facilities</b>		
<b>Authority Revenue Bonds</b>		
Series 2014A, principal maturing in varying annual amounts, through August 2022 (1)	26,960	-
Series 2014B, principal maturing in varying annual amounts, through August 2033 (1)	14,530	-
Series 2012A, principal maturing in varying annual amounts, through August 2031 (2)	73,725	74,695
Series 2012B, principal maturing in varying annual amounts, through August 2031 (2)	40,455	40,990
Series 2012, principal maturing in varying annual amounts, through July 2039 (7)*	28,818	-
Series 2010, principal maturing in varying annual amounts, through August 2040 (5)	75,000	75,000
Series 2009, principal maturing in varying annual amounts, through August 2038 (6)	68,970	115,225
* Represents non-obligated group bonds		
<b>Other</b>		
Series 2012, principal maturing in varying annual amounts, through July 2019 (3)	144,000	146,000
Obligations under capital leases	3,369	2,086
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment	4	56
Note payable to a financial institution due in monthly interest only payments from October 2011 through September 2012, and monthly installments from October 2016 through 2016, including principal and interest at 3.25%; collateralized by savings account	1,915	-
Note payable to a financial institution payable in interest free entire principal due June 2029 collateralized by land and building	555	-
	<u>594,156</u>	<u>565,370</u>
<b>Less</b>		
Original issue discount, net	1,493	1,386
Current portion	17,179	13,281
	<u>\$ 575,484</u>	<u>\$ 550,703</u>

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Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years and thereafter ending June 30 are as follows:

<i>(in thousands of dollars)</i>	2015
2016	\$ 17,179
2017	17,493
2018	17,971
2019	18,280
2020	143,235
Thereafter	379,998
	<u>\$ 594,156</u>

**Dartmouth-Hitchcock Obligated Group (DHOG) Bonds:**

MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of MHMH and DHC.

Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive of which are the Maximum Annual Debt Service Coverage Ratio (1.10x) and the Days Cash on Hand Ratio (> 75 days).

**(1) Series 2014 A and Series 2014B Revenue Bonds**

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

**(2) Series 2012A and 2012B Revenue Bonds**

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2012A and Series 2012B in November 2012. The proceeds from the Series 2012A and 2012B were used to advance refund the Series 2002 Revenue Bonds and to cover cost of issuance. Interest on the 2012A Revenue Bonds is fixed with an interest rate of 2.29% and matures at various dates through 2031. Interest on the Series 2012B Revenue Bonds is fixed with an interest rate of 2.33% and matures at various dates through 2031.

**(3) Series 2012 Bank Loan**

Through the DHOG, issued the Bank of America, N.A. Series 2012 note, in July 2012. The proceeds from the Series 2012 note were used to prefund the D-H defined benefit pension plan. Interest on the Series 2012 note accrues at a fixed rate of 2.47% and matures at various dates through 2019.



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(4) Series 2011 Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2011 in August 2011. The proceeds from the Series 2011 Revenue Bonds were primarily used to advance refund the Series 2001A Revenue Bonds. The Series 2011 Revenue Bonds accrue interest variably and mature at various dates through 2031 based on the one-month London Interbank Offered Rate (LIBOR). The variable rate as of June 30, 2015 and 2014 was 1.04% and 1.01%, respectively. The Series 2011 Bonds are callable by the bank upon the end of seven years or may be renegotiated at that time.

(5) Series 2010 Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2010, in June 2010. The proceeds from the Series 2010 Revenue Bonds were primarily used to construct a 140,000 square foot ambulatory care facility in Nashua, NH as well as various equipment. Interest on the bonds accrue at a fixed rate of 5.00% and mature at various dates through August 2040.

(6) Series 2009 Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2009, in August 2009. The proceeds from the Series 2009 Revenue Bonds were primarily used to advance refund the Series 2008 Revenue Bonds. Interest on the Series 2009 Revenue Bonds accrue at varying fixed rates between 3.00% and 6.00% and mature at various dates through August 2038.

Outstanding joint and several indebtedness of the DHOG at June 30, 2015 and 2014 approximates \$533,645,000 and \$545,305,000, respectively.

Non Obligated Group Bonds:

(7) Series 2012 Revenue Bonds

Issued through the NHHEFA \$29,650,000 of tax-exempt Revenue Bonds (Series 2012). The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds are collateralized by an interest in its gross receipts under the terms of the bond agreement. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%). Principal is payable in annual installments ranging from \$735,000 to \$1,750,000 through July 2039.

(8) Series 2010A Revenue Bonds

Issued through the VEHBFA \$9,244,000 of Revenue Bonds (Series 2010A). The funds were used to refund 2004 and 2005 Series A Bonds. The bonds are collateralized by gross receipts. The bonds shall bear interest at the one-month LIBOR rate plus 3.50%, multiplied by 6% adjusting monthly. The interest rate at June 30, 2015 was 2.29%. The bonds were purchased by TD Bank. Principal payments began on April 1, 2015 for a period of 20 years ranging in amounts from \$228,000 in 2014 to \$207,000 in 2030.

(9) Series 2013 Revenue Bonds

Issued through the NHHEFA \$15,520,000 tax exempt Revenue Bonds (Series 2013). The funds were used to refund Series 2007 Revenue Bonds, and for the construction of a new health center building in Newport, NH. The bonds are collateralized by the gross receipts and property. The bonds mature in variable amounts through 2043, the maturity date of the bonds, but are subject to mandatory tender in ten years. Interest is payable monthly and is equal to the sum of .72 times

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the Adjusted LIBOR Rate plus .72 times the credit spread rate. As part of the bond refinancing, the swap arrangement was effectively terminated for federal tax purposes with respect to the Series 2007 Revenue Bonds but remains in effect.

The estimated fair value of the Health Systems total long-term debt as of June 30, 2015 and 2014 was approximately \$606,772,000 and \$555,500,000, respectively, which was determined by discounting the future cash flows of each instrument at rates that reflect rates currently observed in publicly traded debt markets for debt of similar terms to organizations with comparable credit risk. The inputs to the assumptions used to determine the estimated fair value are based on observable inputs and are classified as level 2. For variable rate debt, the carrying value is equal to the fair value.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately \$1,778,000 and \$493,000 at June 30, 2015 and 2014, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets.

For the years ended June 30, 2015 and 2014 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately \$18,442,000 and \$18,436,000 and is included in other nonoperating losses of \$3,449,000 and \$3,669,000, respectively.

**Swap Agreements**

The Health System is subject to market risks such as changes in interest rates that arise from normal business operation. The Health System regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks. The Health System has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes.

A summary of the Health System's derivative financial instruments is as follows:

- A Fixed Payor Swap, designed as a cash flow hedge of the NHHEFA Series 2011 Revenue Bonds. The Swap had an initial notional amount of \$91,040,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 4.56% in exchange for the counterparty's payment of 67% of USD-LIBOR-BBA. The Swap's term matches that of the associated bonds.
- An Interest Rate Swap to hedge the interest rate risk associated with the NHHEFA Series 2013 Revenue Bonds. The Swap had an initial notional amount of \$15,000,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 3.94% in exchange for the counterparty's payment at 67% of USD-LIBOR-BBA. The Swap term matches that of the associated bonds.
- An Interest Rate Swap to hedge the interest rate risk associated with the VEHFBA Series 2010A Revenue Bonds. The Swap had an initial notional amount of \$7,244,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 2.41% in exchange for the counterparty's payment of 69% of USD-LIBOR-BBA. The Swap is outstanding until 2017, while the bonds will remain outstanding until 2030.

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The obligation of the Health System to make payments on its bonds with respect to interest is in no way conditional upon the Health System's receipt of payments from the interest rate swap agreement counterparty.

At June 30, 2015 and 2014 the fair value of the Health System's interest rate swaps was a liability of \$24,740,000 and \$24,413,000, respectively. The change in fair value during the years ended June 30, 2015 and 2014 was a (decrease)/increase of (\$931,000) and \$1,538,000, respectively. For the years ended June 30, 2015 and 2014 the Health System recognized a non-operating gain/ (loss) of \$1,035,000 and (\$570,000) resulting from hedge ineffectiveness and amortization of frozen swaps.

**11. Employee Benefits**

All eligible employees of the Health System are covered under various defined benefit and/or defined contribution plans. In addition, certain affiliates provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

All of the defined benefit plans within the Health System have been frozen or have been approved by the applicable Board of Trustees to be frozen by December 31, 2017. Effective with that date, the last of the participants earning benefits in any of the Health System's defined benefit plans will no longer earn benefits under the plans.

The Health System continued to execute the settlement of obligations due to retirees in the deferred benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

**Defined Benefit Plans**

Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	2015	2014
Service cost for benefits earned during the year	\$ 12,257	\$ 12,122
Interest cost on projected benefit obligation	42,276	41,821
Expected return on plan assets	(60,458)	(55,177)
Net prior service cost	380	380
Net loss amortization	21,133	17,285
Curtailment	56	-
	\$ 15,644	\$ 16,431

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The following assumptions were used to determine net periodic pension expense as of June 30, 2015 and 2014:

	2015	2014
Weighted average discount rate	4.40 % - 4.90 %	5.50 %
Rate of increase in compensation	Age Graded/0.00 % - 2.50 %	Age Graded
Expected long-term rate of return on plan assets	7.50 % - 7.75 %	7.75 %

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2015 and 2014:

*(in thousands of dollars)*

	2015	2014
<b>Change in benefit obligation</b>		
Benefit obligation at beginning of year	\$ 877,082	\$ 812,374
Additional benefit obligation resulting from new affiliations	95,314	-
Total benefit obligation at beginning of year	<u>972,396</u>	<u>812,374</u>
Service cost	12,257	12,122
Interest cost	42,276	41,821
Benefits paid	(34,803)	(31,467)
Expenses paid	(139)	-
Actuarial (gain) loss	41,135	94,207
Settlements	(44,979)	(51,975)
Benefit obligation at end of year	<u>988,143</u>	<u>877,082</u>
<b>Change in plan assets</b>		
Fair value of plan assets at beginning of year	783,890	718,064
Additional plan assets at fair value resulting from new affiliations	77,608	-
Total fair value of plan assets at beginning of year	<u>861,498</u>	<u>718,064</u>
Actual return on plan assets	25,473	112,218
Benefits paid	(34,803)	(31,467)
Expenses paid	(139)	-
Employer contributions	38,002	37,050
Settlements	(44,979)	(51,975)
Fair value of plan assets at end of year	<u>845,052</u>	<u>783,890</u>
Funded status of the plans	(143,091)	(93,192)
Current portion of liability for pension	(2,758)	(46)
Long term portion of liability for pension	(140,333)	(93,146)
Liability for pension	<u>\$ (143,091)</u>	<u>\$ (93,192)</u>

For the years ended June 30, 2015 and 2014 the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

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Amounts not yet reflected in net periodic pension expense and included in the change in unrestricted net assets as of June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	2015	2014
Net actuarial loss	\$ 368,959	\$ 311,084
Prior service cost	608	989
	<u>\$ 369,567</u>	<u>\$ 312,073</u>

The estimated amounts that will be amortized from unrestricted net assets into net periodic pension expense in 2016 are as follows:

<i>(in thousands of dollars)</i>	2015	2014
Unrecognized prior service cost		\$ 380
Net actuarial loss		26,098
		<u>\$ 26,478</u>

The accumulated benefit obligation for the defined benefit pension plans was approximately \$971,193,000 and \$856,673,000 at June 30, 2015 and 2014, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2015 and 2014:

	2015	2014
Weighted average discount rate	4.90 % - 5.00 %	4.90 %
Rate of increase in compensation	Age Graded/0.00 % - 2.50 %	Age Graded
Expected long-term rate of return on plan assets	7.50 % - 7.75 %	7.75 %

The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of June 30, 2015 and 2014, it is expected that the LDI strategy will hedge approximately 65% and 70%, respectively, of the interest rate risk associated with pension liabilities. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

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The range of target allocation percentages and the target allocations for the various investments are as follows:

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0-5 %	2 %
U.S. government securities	0-5	1
Domestic debt securities	20-58	42
Global debt securities	6-26	10
Domestic equities	5-35	18
International equities	5-15	10
Emerging market equities	3-13	5
REIT Funds	0-5	-
Private equity funds	0-5	-
Hedge funds	5-18	12

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or Level 3, even though the underlying securities may not be difficult to value or may be readily marketable.

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The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	2015				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Investments</b>						
Cash and short-term investments	\$ 8,235	\$ 32,876	\$ -	\$ 41,111	Daily	1
U.S. government securities	4,193	-	-	4,193	Daily-Monthly	1-15
Domestic debt securities	85,948	246,352	-	332,300	Daily-Monthly	1-15
Global debt securities	36,532	45,119	-	81,651	Daily-Monthly	1-15
Domestic equities	152,458	16,532	-	168,990	Daily-Monthly	1-10
International equities	15,284	79,659	-	94,943	Daily-Monthly	1-11
Emerging market equities	376	38,237	-	38,613	Daily-Monthly	1-17
REIT Funds	-	1,628	-	1,628	Daily-Monthly	1-17
Private equity funds	-	-	437	437	See Note 7	See Note 7
Hedge funds	-	39,110	42,076	81,186	Quarterly-Annual	60-96
<b>Total investments</b>	<b>\$ 303,026</b>	<b>\$ 499,513</b>	<b>\$ 42,513</b>	<b>\$ 845,052</b>		

<i>(in thousands of dollars)</i>	2014				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Investments</b>						
Cash and short-term investments	\$ 7,205	\$ 51,347	\$ -	\$ 58,552	Daily	1
Domestic debt securities	74,388	241,679	-	316,067	Daily-Monthly	1-15
Global debt securities	39,591	46,151	-	85,742	Daily-Monthly	1-15
Domestic equities	131,761	10,390	-	142,151	Daily-Monthly	1-10
International equities	-	77,262	-	77,262	Daily-Monthly	1-11
Emerging market equities	-	41,537	-	41,537	Daily-Monthly	1-17
Private equity funds	-	-	3,944	3,944	See Note 7	See Note 7
Hedge funds	-	30,169	28,466	58,635	Quarterly-Annual	60-96
<b>Total investments</b>	<b>\$ 252,945</b>	<b>\$ 498,535</b>	<b>\$ 32,410</b>	<b>\$ 783,890</b>		

The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	2015		
	Hedge Funds	Private Equity Funds	Total
<b>Balances at beginning of year</b>	\$ 28,466	\$ 3,944	\$ 32,410
Additions resulting from new affiliations	14,362	-	14,362
Sales	(2,391)	(3,168)	(5,559)
Net realized (losses) gains	(246)	258	12
Net unrealized gains	1,885	(597)	1,288
<b>Balances at end of year</b>	<b>\$ 42,076</b>	<b>\$ 437</b>	<b>\$ 42,513</b>

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<i>(in thousands of dollars)</i>	<b>2014</b>		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 26,449	\$ 12,761	\$ 39,210
Purchases	-	6	6
Sales	(709)	(9,220)	(9,929)
Net realized (losses) gains	(59)	1,470	1,411
Net unrealized gains	2,785	(1,073)	1,712
<b>Balances at end of year</b>	<b>\$ 28,466</b>	<b>\$ 3,944</b>	<b>\$ 32,410</b>

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2015 and 2014 were approximately \$5,234,000 and \$7,187,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2015 and 2014.

There were no transfers into and out of Level 1 and Level 2 measurements due to changes in valuation methodologies during the years ended June 30, 2015 and 2014.

The weighted average asset allocation for the Health System's Plans at June 30, 2015 and 2014 by asset category is as follows:

	<b>2015</b>	<b>2014</b>
Cash and short-term investments	5 %	7 %
Domestic debt securities	39	40
Global debt securities	10	11
Domestic equities	20	18
International equities	11	10
Emerging market equities	5	5
Private equity funds	-	1
Hedge funds	10	8
	<b>100 %</b>	<b>100 %</b>

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.75% per annum.

The Health System is expected to contribute approximately \$37,000,000 to the Plans in 2016.



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The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2016 and thereafter:

<i>(in thousands of dollars)</i>	Pension Plans
2016	\$ 37,716
2017	40,158
2018	43,006
2019	46,233
2020	49,955
2021-2025	299,954

**Defined Contribution Plans**

The Health System has an employer-sponsored 401(a) plan for certain of its affiliates, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of \$30,204,000 and \$33,068,000 in 2015 and 2014, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

The Health System also has available to employees of certain affiliates various 403(b) and tax-sheltered annuity plans in which they can participate. Plan specifications vary by affiliate and plan. No employer contributions were made to any of these plans in 2015 and 2014, respectively.

**Postretirement Medical and Life Benefits**

The Health System has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit cost is comprised of the components listed below for the years ended June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	2015	2014
Service cost	\$ 527	\$ 1,803
Interest cost	2,347	4,411
Amortization of net transition asset	-	7
	<u>\$ 2,874</u>	<u>\$ 6,221</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**Years Ended June 30, 2015 and 2014**

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	<b>2015</b>	<b>2014</b>
<b>Change in benefit obligation</b>		
Benefit obligation at beginning of year	\$ 51,006	\$ 84,538
Additional benefit obligation resulting from new affiliations	<u>471</u>	<u>-</u>
	51,477	84,538
Service cost	527	1,803
Interest cost	2,347	4,411
Benefits paid	(5,236)	(5,770)
Actuarial loss	1,323	5,450
Plan amendments	<u>-</u>	<u>(39,426)</u>
Benefit obligation at end of year	<u>50,438</u>	<u>51,006</u>
Funded status of the plans	<u>(50,438)</u>	<u>(51,006)</u>
Current portion of liability for postretirement medical and life benefits	<u>(3,203)</u>	<u>(5,096)</u>
Long term portion of liability for postretirement medical and life benefits	<u>(47,235)</u>	<u>(45,910)</u>
Liability for postretirement medical and life benefits	<u>\$ (50,438)</u>	<u>\$ (51,006)</u>

The plan amendments are primarily related to the Board's decision to offer retiree health care benefits to certain affiliates post-65 retirees and covered post-65 dependents through a private Medicare exchange beginning in April 2015.

For the years ended June 30, 2015 and 2014 the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit cost and included in the change in unrestricted net assets are as follows:

<i>(in thousands of dollars)</i>	<b>2015</b>	<b>2014</b>
Net prior service (credit) cost	\$ (33,452)	\$ (39,426)
Net actuarial loss (gain)	<u>10,260</u>	<u>9,559</u>
	<u>\$ (23,192)</u>	<u>\$ (29,867)</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**Years Ended June 30, 2015 and 2014**

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The estimated amounts that will be amortized from unrestricted net assets into net periodic postretirement expense in 2015 and 2014 are as follows:

<i>(in thousands of dollars)</i>	2015	2014
Net prior service (credit) cost	\$ (5,974)	\$ (5,974)
Net loss (gain)	<u>610</u>	<u>513</u>
	<u>\$ (5,364)</u>	<u>\$ (5,461)</u>

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 4.7% in 2015 and an assumed healthcare cost trend rate of 7.25%, trending down to 4.75% in 2020 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2015 and 2014 by \$4,479,000 and \$4,411,000 and the net periodic postretirement medical benefit cost for the years then ended by \$275,000 and \$576,000, respectively. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2015 and 2014 by \$3,790,000 and \$3,759,000 and the net periodic postretirement medical benefit cost for the years then ended by \$233,000 and \$649,000, respectively.

**12. Professional and General Liability Insurance Coverage**

D-H, along with Dartmouth College and The Cheshire Medical Center are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a Vermont captive insurance company. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. D-H and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

NLH and MAHHC are covered for malpractice claims under a modified claims-made policy purchased through NEAH. While NLH and MAHHC remain in the current insurance program under this policy, the coverage year is based on the date the claim is filed, subject to a medical incident arising after the retroactive date (includes prior acts). The policy provides modified claims-made coverage for former insured providers for claims that relate to the employee's period of employment at NLH or MAHHC and for services that were provided within the scope of the employee's duties. Therefore, when the employee leaves the corporation, tail coverage is not required.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**Years Ended June 30, 2015 and 2014**

Selected financial data of HAC and RRG, taken from the latest available audited and unaudited financial statements, respectively at June 30, 2015 and 2014 are summarized as follows:

<i>(in thousands of dollars)</i>	2015		
	HAC <i>(audited)</i>	RRG <i>(unaudited)</i>	Total
Assets	\$ 100,418	\$ 2,289	\$ 102,707
Shareholders' equity	13,620	755	14,375
Net income	-	186	186

<i>(in thousands of dollars)</i>	2014		
	HAC <i>(audited)</i>	RRG <i>(audited)</i>	Total
Assets	\$ 104,644	\$ 1,880	\$ 106,524
Shareholders' equity	13,620	569	14,189
Net income	-	26	26

**13. Commitments and Contingencies**

**Litigation**

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

**Operating Leases and Other Commitments**

The Health System leases certain facilities and equipment under operating leases with varying expiration dates. The Health System's rental expense totaled approximately \$10,215,000 and \$9,925,000 for the years ended June 30, 2015 and 2014, respectively. Minimum future lease payments under non-cancelable operating leases at June 30, 2015 were as follows:

*(in thousands of dollars)*

2016	\$ 8,272
2017	5,774
2018	3,971
2019	2,583
2020	939
Thereafter	722
	<u>\$ 22,261</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**Years Ended June 30, 2015 and 2014**

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**Line of Credit**

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from \$2,000,000 up to \$60,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire ranging from December 31, 2015 through May 31, 2016. The Health System has outstanding balances under the lines of credits in the amount of \$1,200,000 and \$0 at June 30, 2015 and 2014, respectively. Interest expense was approximately \$193,000 and \$185,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

**14. Functional Expenses**

Operating expenses of the Health System by function are as follows for the years ended June 30, 2015 and 2014:

<i>(in thousands of dollars)</i>	<b>2015</b>	<b>2014</b>
Program services	\$ 1,335,316	\$ 1,192,696
Management and general	225,983	172,626
Fundraising	8,037	8,122
	<u>\$ 1,569,336</u>	<u>\$ 1,373,444</u>

**15. Subsequent Events**

The Health System has assessed the impact of subsequent events through November 27, 2015, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2015A in September 2015 through a private placement with a financial institution. The Series 2015A Revenue Bonds were primarily used to refinance a portion of the Series 2011 Revenue Bonds. The Series 2015A Revenue Bonds accrue interest variably and mature at various dates through 2032.

**Consolidating Supplemental Information**

Dartmouth-Hitchcock Health and Subsidiaries  
 Consolidating Balance Sheets  
 June 30, 2015

(in thousands of dollars)	D-HH (parent)	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	Eliminations	Health System Consolidated
<b>Assets</b>							
<b>Current assets</b>							
Cash and cash equivalents	\$ 388	\$ 9,279	\$ 18,525	\$ 7,612	\$ 5,105	\$ -	\$ 38,909
Patient accounts receivable, net	-	177,287	14,053	7,388	5,544	-	204,272
Prepaid expenses and other current assets	11,574	102,954	7,921	3,632	2,616	(28,111)	100,586
Total current assets	11,962	289,520	38,499	18,632	13,265	(28,111)	343,767
Assets limited as to use	-	570,057	23,302	13,412	13,654	-	620,425
Other investments for restricted activities	-	113,117	18,899	-	-	-	132,016
Property, plant, and equipment, net	618	461,044	82,793	37,597	19,303	-	601,355
Other assets	4,263	66,837	10,130	5,451	3,903	(2,134)	88,450
Total assets	\$ 18,843	\$ 1,500,575	\$ 173,623	\$ 75,092	\$ 50,125	\$ (30,245)	\$ 1,786,013
<b>Liabilities and Net Assets</b>							
<b>Current liabilities</b>							
Current portion of long-term debt	\$ -	\$ 15,196	\$ 952	\$ 661	\$ 370	\$ -	\$ 17,179
Line of credit	-	-	-	-	1,200	-	1,200
Current portion of liability for pension and other postretirement plan benefits	-	3,248	2,712	-	-	-	5,961
Accounts payable and accrued expenses	15,708	104,697	20,024	3,843	4,059	(28,110)	120,221
Accrued compensation and related benefits	-	85,064	4,936	2,373	2,491	-	94,864
Estimated third-party settlements	-	26,981	-	6,755	2,883	-	36,599
Total current liabilities	15,708	235,167	28,624	13,632	11,003	(28,110)	276,024
Long-term debt, excluding current portion	-	518,799	28,083	18,020	10,582	-	575,484
Insurance deposits and related liabilities	-	62,356	-	-	-	-	62,356
Interest rate swaps	-	20,937	-	3,531	272	-	24,740
Liability for pension and other postretirement plan benefits, excluding current portion	-	175,948	5,662	-	5,958	-	187,568
Other liabilities	-	51,303	3,671	1,135	-	-	56,109
Total liabilities	15,708	1,084,510	68,040	36,318	27,815	(28,110)	1,182,281
<b>Net assets</b>							
Unrestricted	1,135	346,900	79,700	34,227	14,367	(2,135)	474,194
Temporarily restricted	-	56,751	17,330	326	2,050	-	76,457
Permanently restricted	-	32,414	10,553	4,221	5,893	-	53,081
Total net assets	1,135	436,065	107,583	38,774	22,310	(2,135)	603,732
<b>Commitments and contingencies</b>							
Total liabilities and net assets	\$ 16,843	\$ 1,500,575	\$ 173,623	\$ 75,092	\$ 50,125	\$ (30,245)	\$ 1,786,013

Dartmouth-Hitchcock and Subsidiaries  
 Consolidating Balance Sheets  
 June 30, 2015

	D-H Obligated Group		THF	DHMC	Eliminations	D-H and Subsidiaries
<i>(in thousands of dollars)</i>						
<b>Assets</b>						
<b>Current assets</b>						
Cash and cash equivalents	\$ 8,252	\$ 182	\$ 845	\$ -	\$ -	\$ 9,279
Patient accounts receivable, net	177,287	-	-	-	-	177,287
Prepaid expenses and other current assets	102,425	338	438	(247)	(247)	102,954
Total current assets	287,964	520	1,283	(247)	(247)	289,520
Assets limited as to use	570,057	-	-	-	-	570,057
Other investments for restricted activities	89,176	23,941	-	-	-	113,117
Property, plant, and equipment, net	458,368	1	2,675	-	-	461,044
Other assets	66,875	3	159	-	-	66,837
Total assets	\$ 1,472,240	\$ 24,465	\$ 4,117	\$ (247)	\$ (247)	\$ 1,500,575
<b>Liabilities and Net Assets</b>						
<b>Current liabilities</b>						
Current portion of long-term debt	\$ 15,196	\$ -	\$ -	\$ -	\$ -	\$ 15,196
Current portion of liability for pension and other postretirement plan benefits	3,249	-	-	-	-	3,249
Accounts payable and accrued expenses	102,666	1,638	742	(247)	(247)	104,697
Accrued compensation and related benefits	85,084	-	-	-	-	85,084
Estimated third-party settlements	26,961	-	-	-	-	26,961
Total current liabilities	233,136	1,536	742	(247)	(247)	235,167
Long-term debt, excluding current portion	518,799	-	-	-	-	518,799
Insurance deposits and related liabilities	62,356	-	-	-	-	62,356
Interest rate swaps	20,937	-	-	-	-	20,937
Liability for pension and other postretirement plan benefits, excluding current portion	175,948	-	-	-	-	175,948
Other liabilities	51,303	-	-	-	-	51,303
Total liabilities	1,062,479	1,536	742	(247)	(247)	1,064,510
<b>Net assets</b>						
Unrestricted	329,168	14,517	3,215	-	-	346,900
Temporarily restricted	50,297	6,284	160	-	-	56,751
Permanently restricted	30,296	2,118	-	-	-	32,414
Total net assets	409,761	22,929	3,375	-	-	436,065
<b>Commitments and contingencies</b>						
Total liabilities and net assets	\$ 1,472,240	\$ 24,465	\$ 4,117	\$ (247)	\$ (247)	\$ 1,500,575



Dartmouth-Hitchcock Health and Subsidiaries  
 Consolidating Balance Sheets  
 June 30, 2014

(in thousands of dollars)

	D-HH (parent)	D-H and Subsidiaries	NLH and Subsidiaries	Eliminations	Health System Consolidated
<b>Assets</b>					
<b>Current assets</b>					
Cash and cash equivalents	\$ 377	\$ 46,371	\$ 4,179	\$ -	\$ 50,927
Patient accounts receivable, net	-	178,066	6,540	-	184,606
Prepaid expenses and other current assets	4,503	92,807	2,907	(8,915)	91,302
Total current assets	4,880	317,244	13,626	(8,915)	326,835
Assets limited as to use	-	618,393	10,792	-	629,185
Other investments for restricted activities	-	101,875	-	-	101,875
Property, plant, and equipment, net	534	445,118	39,101	-	484,753
Other assets	3,213	62,960	7,870	(1,535)	72,508
Total assets	\$ 8,627	\$ 1,545,390	\$ 71,389	\$ (10,450)	\$ 1,614,956
<b>Liabilities and Net Assets</b>					
<b>Current liabilities</b>					
Current portion of long-term debt	\$ -	\$ 12,487	\$ 794	\$ -	\$ 13,281
Current portion of liability for pension and other postretirement plan benefits	-	5,142	-	-	5,142
Accounts payable and accrued expenses	9,623	89,408	2,907	(8,915)	93,023
Accrued compensation and related benefits	-	76,407	2,168	-	78,575
Estimated third-party settlements	-	25,103	5,574	-	30,677
Total current liabilities	9,623	208,547	11,443	(8,915)	220,698
Long-term debt, excluding current portion	-	532,336	18,367	-	550,703
Insurance deposits and related liabilities	-	68,498	-	-	68,498
Interest rate swaps	-	21,103	3,310	-	24,413
Liability for pension and other postretirement plan benefits, excluding current portion	-	139,056	-	-	139,056
Other liabilities	-	46,568	1,412	-	47,980
Total liabilities	9,623	1,016,108	34,532	(8,915)	1,051,348
Net assets	(996)	432,909	32,297	(1,535)	462,675
Unrestricted	-	64,346	318	-	64,664
Temporarily restricted	-	32,027	4,242	-	36,269
Permanently restricted	(996)	529,282	36,857	(1,535)	563,608
Total net assets					
Commitments and contingencies					
Total liabilities and net assets	\$ 8,627	\$ 1,545,390	\$ 71,389	\$ (10,450)	\$ 1,614,956

Dartmouth-Hitchcock and Subsidiaries  
Consolidating Balance Sheets  
June 30, 2014

	D-H Obligated Group	THF	DHMC	Eliminations	D-H and Subsidiaries
<i>(in thousands of dollars)</i>					
<b>Assets</b>					
Current assets					
Cash and cash equivalents	\$ 45,438	\$ 213	\$ 720	\$ -	\$ 46,371
Patient accounts receivable, net	178,066	-	-	-	178,066
Prepaid expenses and other current assets	92,372	171	496	(232)	92,807
Total current assets	315,876	384	1,216	(232)	317,244
Assets limited as to use	618,393	-	-	-	618,393
Other investments for restricted activities	77,622	24,053	-	-	101,675
Property, plant, and equipment, net	442,441	2	2,675	-	445,118
Other assets	62,791	10	159	-	62,960
Total assets	\$ 1,517,123	\$ 24,449	\$ 4,050	\$ (232)	\$ 1,545,390
<b>Liabilities and Net Assets</b>					
Current liabilities					
Current portion of long-term debt	\$ 12,487	\$ -	\$ -	\$ -	\$ 12,487
Current portion of liability for pension and other postretirement plan benefits	5,142	-	-	-	5,142
Accounts payable and accrued expenses	87,663	1,304	673	(232)	89,408
Accrued compensation and related benefits	76,407	-	-	-	76,407
Estimated third-party settlements	25,103	-	-	-	25,103
Total current liabilities	206,802	1,304	673	(232)	208,547
Long-term debt, excluding current portion	532,336	-	-	-	532,336
Insurance deposits and related liabilities	68,498	-	-	-	68,498
Interest rate swaps	21,103	-	-	-	21,103
Liability for pension and other postretirement plan benefits, excluding current portion	139,056	-	-	-	139,056
Other liabilities	46,568	-	-	-	46,568
Total liabilities	1,014,363	1,304	673	(232)	1,016,108
Net assets					
Unrestricted	415,333	14,358	3,218	-	432,909
Temporarily restricted	57,518	6,669	159	-	64,346
Permanently restricted	29,909	2,118	-	-	32,027
Total net assets	502,760	23,145	3,377	-	529,282
Commitments and contingencies					
Total liabilities and net assets	\$ 1,517,123	\$ 24,449	\$ 4,050	\$ (232)	\$ 1,545,390

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidating Statements of Operations and Changes in Unrestricted Net Assets**  
**Year Ended June 30, 2015**

(In thousands of dollars)	D-HH (parent)	D-H and Subsidiaries	NLH and Subsidiaries	Cheshire and Subsidiaries	MAHHC and Subsidiaries	Eliminations	Health System Consolidated
<b>Unrestricted revenue and other support</b>							
Net patient service revenue	-	\$ 1,225,872	\$ 56,356	\$ 52,536	\$ 46,102	\$ (307)	\$ 1,380,559
Contracted revenue	-	82,091	-	-	-	(1,256)	80,835
Other operating revenue	12,203	69,663	3,063	1,076	3,526	(6,538)	82,993
Net assets released from restrictions	-	15,314	111	212	-	-	15,637
<b>Total unrestricted revenue and other support</b>	<b>12,203</b>	<b>1,392,940</b>	<b>59,530</b>	<b>53,824</b>	<b>49,628</b>	<b>(8,101)</b>	<b>1,560,024</b>
<b>Operating expenses</b>							
Salaries	960	694,373	27,562	20,949	24,076	8,482	776,402
Employee benefits	263	194,619	5,764	5,724	6,112	1,493	213,975
Medical supplies and medications	139	201,451	5,910	8,712	3,736	19	219,967
Purchased services and other	17,448	168,029	13,206	13,535	11,888	(18,402)	205,704
Medicaid enhancement tax	-	45,839	1,941	2,363	1,853	-	51,996
Depreciation and amortization	75	56,649	4,075	3,436	2,978	-	67,213
Interest	-	16,781	849	357	455	-	18,442
Expenditures relating to net assets released from restrictions	-	15,314	111	212	-	-	15,637
<b>Total operating expenses</b>	<b>18,885</b>	<b>1,393,055</b>	<b>59,418</b>	<b>55,288</b>	<b>51,098</b>	<b>(8,408)</b>	<b>1,569,336</b>
<b>Operating margin (loss)</b>	<b>(6,682)</b>	<b>(115)</b>	<b>112</b>	<b>(1,464)</b>	<b>(1,470)</b>	<b>307</b>	<b>(9,312)</b>
<b>Nonoperating gains (losses)</b>							
Investment (losses) gains	-	(12,011)	625	311	60	-	(11,015)
Other, net	339	(2,880)	1,409	141	57	(307)	(1,241)
Contribution revenue from acquisition	92,499	-	-	-	-	-	92,499
<b>Total nonoperating (losses) gains, net</b>	<b>92,838</b>	<b>(14,891)</b>	<b>2,034</b>	<b>452</b>	<b>117</b>	<b>(307)</b>	<b>80,243</b>
<b>(Deficiency) excess of revenue over expenses</b>	<b>86,156</b>	<b>(15,006)</b>	<b>2,146</b>	<b>(1,012)</b>	<b>(1,353)</b>	<b>-</b>	<b>70,931</b>
<b>Unrestricted net assets</b>							
Net assets released from restrictions (Note 8)	-	717	5	1,010	679	-	2,411
Change in funded status of pension and other postretirement benefits	-	(62,977)	-	2,875	(790)	-	(60,892)
Net assets transferred (from) to affiliates	(84,626)	(7,873)	-	76,827	15,672	-	-
Additional paid in capital	600	-	-	-	-	(600)	-
Change in fair value on interest rate swaps	-	(869)	(221)	-	159	-	(931)
<b>(Decrease) increase in unrestricted net assets</b>	<b>\$ 2,130</b>	<b>\$ (86,008)</b>	<b>\$ 1,930</b>	<b>\$ 79,700</b>	<b>\$ 14,367</b>	<b>\$ (600)</b>	<b>\$ 11,519</b>

Dartmouth-Hitchcock and Subsidiaries  
 Consolidating Statements of Operations and Changes in Unrestricted Net Assets  
 Year Ended June 30, 2015

	D-H Obligated Group	THF	DHMC	Eliminations	D-H and Subsidiaries
<i>(in thousands of dollars)</i>					
<b>Unrestricted revenue and other support</b>					
Net patient service revenue	\$ 1,225,874	\$ -	\$ -	(2)	\$ 1,225,872
Contracted revenue	81,474	847	-	(230)	82,091
Other operating revenue	64,928	2,356	6,482	(4,103)	69,663
Net assets released from restrictions	14,610	704	-	-	15,314
Total unrestricted revenue and other support	<u>1,386,886</u>	<u>3,907</u>	<u>6,482</u>	<u>(4,335)</u>	<u>1,392,940</u>
<b>Operating expenses</b>					
Salaries	693,407	-	-	966	694,373
Employee benefits	194,467	-	-	152	194,619
Medical supplies and medications	201,458	-	-	(7)	201,451
Purchased services and other	160,088	3,375	6,484	(1,918)	168,029
Medicaid enhancement tax	45,839	-	-	-	45,839
Depreciation and amortization	56,649	-	-	-	56,649
Interest	16,781	-	-	-	16,781
<b>Expenditures relating to net assets released from restrictions</b>	<u>14,610</u>	<u>704</u>	<u>-</u>	<u>-</u>	<u>15,314</u>
Total operating expenses	<u>1,383,299</u>	<u>4,079</u>	<u>6,484</u>	<u>(807)</u>	<u>1,393,055</u>
Operating margin (loss)	<u>3,587</u>	<u>(172)</u>	<u>(2)</u>	<u>(3,528)</u>	<u>(115)</u>
Nonoperating gains (losses)	(12,079)	68	-	-	(12,011)
Investment (losses) gains	(6,408)	-	-	3,528	(2,880)
Other, net	(18,487)	68	-	3,528	(14,891)
Total nonoperating (losses) gains, net	<u>(14,900)</u>	<u>(104)</u>	<u>(2)</u>	<u>-</u>	<u>(15,006)</u>
(Deficiency) excess of revenue over expenses					
Unrestricted net assets	454	263	-	-	717
Net assets released from restrictions (Note 8)					
Change in funded status of pension and other retirement benefits	(62,977)	-	-	-	(62,977)
Net assets transferred (from) to affiliates	(7,873)	-	-	-	(7,873)
Change in fair value on interest rate swaps	(869)	-	-	-	(869)
(Decrease) increase in unrestricted net assets	<u>\$ (86,165)</u>	<u>\$ 159</u>	<u>\$ (2)</u>	<u>\$ -</u>	<u>\$ (86,008)</u>

Dartmouth-Hitchcock Health and Subsidiaries  
 Consolidating Statements of Operations and Changes in Unrestricted Net Assets  
 Year Ended June 30, 2014

<i>(In thousands of dollars)</i>	D-HH (parent)	D-H and Subsidiaries	NLH and Subsidiaries	Eliminations	Health System Consolidated
Unrestricted revenue and other support					
Net patient service revenue	\$ -	\$ 1,190,366	\$ 39,482	\$ -	\$ 1,229,848
Contracted revenue	1,004	91,386	-	-	92,390
Other operating revenue	2,435	62,399	2,161	(2,191)	64,804
Net assets released from restrictions	-	11,576	94	-	11,670
Total unrestricted revenue and other support	3,439	1,355,727	41,737	(2,191)	1,398,712
Operating expenses					
Salaries	1,071	651,038	21,070	2,537	675,716
Employee benefits	311	203,388	4,783	570	209,052
Medical supplies and medications	-	188,885	7,512	-	196,397
Purchased services and other	7,702	162,069	5,897	(5,712)	169,956
Medicaid enhancement tax	-	32,636	1,852	-	34,488
Depreciation and amortization	103	54,915	2,711	-	57,729
Interest	-	17,777	659	-	18,436
Expenditures relating to net assets released from restrictions	-	11,576	94	-	11,670
Total operating expenses	9,187	1,322,284	44,578	(2,605)	1,373,444
Operating margin	(5,748)	33,443	(2,841)	414	25,268
Nonoperating gains (losses)					
Investment gains	(267)	55,927	1,144	-	56,804
Other, net	333	(4,679)	287	(414)	(4,473)
Contribution revenue from acquisition	33,692	-	-	-	33,692
Total nonoperating gains, net	33,758	51,248	1,431	(414)	86,023
Excess (deficiency) of revenue over expenses	28,010	84,691	(1,410)	-	111,291
Unrestricted net assets					
Net assets released from restrictions (Note 8)	-	748	15	-	763
Change in funded status of pension and other postretirement benefits	-	19,669	-	-	19,669
Net assets transferred to affiliate	(29,257)	(4,435)	33,692	-	-
Additional paid in capital	1,348	-	-	(1,348)	-
Change in fair value on interest rate swaps	-	1,538	-	-	1,538
Increase (decrease) in unrestricted net assets	\$ 101	\$ 102,211	\$ 32,297	\$ (1,348)	\$ 133,261

**Dartmouth-Hitchcock and Subsidiaries**  
**Consolidating Statements of Operations and Changes in Unrestricted Net Assets**  
**Year Ended June 30, 2014**

<i>(In thousands of dollars)</i>	D-H Obligated Group	THF	DHMC	Eliminations	D-H and Subsidiaries
Unrestricted revenue and other support					
Net patient service revenue	\$ 1,190,366	-	-	-	\$ 1,190,366
Contracted revenue	91,034	710	-	(358)	91,386
Other operating revenue	57,306	1,704	6,933	(3,544)	62,399
Net assets released from restrictions	10,274	1,302	-	-	11,576
Total unrestricted revenue and other support	<u>1,348,980</u>	<u>3,716</u>	<u>6,933</u>	<u>(3,902)</u>	<u>1,355,727</u>
Operating expenses					
Salaries	649,981	-	-	1,057	651,038
Employee benefits	203,259	-	-	129	203,388
Medical supplies and medications	188,905	-	-	(20)	188,885
Purchased services and other	154,908	2,816	6,934	(2,589)	162,069
Medicaid enhancement tax	<b>32,636</b>	-	-	-	<b>32,636</b>
Depreciation and amortization	54,894	-	21	-	54,915
Interest	17,777	-	-	-	17,777
Expenditures relating to net assets released from restrictions	10,274	1,302	-	-	11,576
Total operating expenses	<u>1,312,634</u>	<u>4,118</u>	<u>6,955</u>	<u>(1,423)</u>	<u>1,322,284</u>
Operating margin	<u>36,346</u>	<u>(402)</u>	<u>(22)</u>	<u>(2,479)</u>	<u>33,443</u>
Nonoperating gains (losses)					
Investment gains	53,398	2,529	-	-	55,927
Other, net	<u>(7,159)</u>	<u>-</u>	<u>-</u>	<u>2,479</u>	<u>(4,679)</u>
Total nonoperating gains, net	<u>46,240</u>	<u>2,529</u>	<u>-</u>	<u>2,479</u>	<u>51,248</u>
Excess (deficiency) of revenue over expenses	<u>82,586</u>	<u>2,127</u>	<u>(22)</u>	<u>-</u>	<u>84,691</u>
Unrestricted net assets					
Net assets released from restrictions (Note 6)	485	263	-	-	748
Change in funded status of pension and other postretirement benefits	19,669	-	-	-	19,669
Net assets transferred to affiliate	<u>(4,435)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(4,435)</u>
Change in fair value on interest rate swaps	1,538	-	-	-	1,538
Increase (decrease) in unrestricted net assets	<u>\$ 99,843</u>	<u>\$ 2,390</u>	<u>\$ (22)</u>	<u>\$ -</u>	<u>\$ 102,211</u>

DARTMOUTH-HITCHCOCK (D-H)  
DARTMOUTH-HITCHCOCK HEALTH (D-HH)

BOARDS OF TRUSTEES AND OFFICERS

(19 Total Trustees)

Effective: January 1, 2016

<p><b>Troyen A. Brennan, MD, MPH</b> (Wendy Warring) MHMH/DHC/D-HH Trustee <i>Executive Vice President and Chief Medical Officer of CVS Health</i></p>	<p><b>MHMH/DHC:</b> Elected on <b>3/20/2015</b>. Term began <b>4/1/2015</b>. Full term <b>expires 12/31/2023</b>.</p> <p><b>D-HH:</b> Elected on <b>3/20/2015</b> as a DHC rep.</p>
<p><b>R. William Burgess, Jr. (Barbara)</b> MHMH/DHC/D-HH Trustee <i>Managing Partner, ABS Ventures</i></p>	<p><b>MHMH/DHC:</b> Elected on <b>12/5/2014</b>. Term began <b>1/1/2015</b>. Full term <b>expires 12/31/2023</b>.</p> <p><b>D-HH:</b> Elected on <b>9/19/2014</b> to complete <b>Bill Helman's</b> term as DC rep <b>through 12/31/2014</b> and <b>to begin his own 4 yr term on 1/1/2015</b> (ending <b>12/31/2018</b>).</p>
<p><b>Jeffrey A. Cohen, MD (Renee Vebell)</b> MHMH/DHC Trustee <i>Chair, Dept. of Neurology</i></p>	<p><b>MHMH/DHC:</b> Elected on <b>12/4/2015</b>. Term began <b>1/1/2016</b>. Full term <b>expires 12/31/2018</b>.</p>
<p><b>Duane A. Compton, PhD</b> MHMH/DHC/D-HH Trustee <i>Ex-Officio: Interim Dean, Geisel School of Medicine at Dartmouth</i></p>	<p><b>MHMH/DHC/D-HH:</b> <b>Ex-officio</b> (effective <b>7/15/2014</b>).</p>

<p>William J. Conaty (Sue)  MHHM/DHC/D-HH Trustee  <i>President, Conaty Consulting, LLC</i></p>	<p>MHHM/DHC: Term began 6/1/<del>2011</del>. Full term expires 5/31/2020.</p> <p>D-HH: <del>Elect</del> DHC rep. trustee (on <del>12/9/11</del>) effective 1/1/2012.</p>
<p>Vincent S. Conti (Meredith)  MHHM/DHC/D-HH Trustee  <i>Retired President &amp; CEO, Maine Medical Center</i></p>	<p>MHHM/DHC: President appointed <del>to</del> MHHM Aug-Dec <del>2009</del>  Nominated <del>to</del> both MHHM/DHC on 8/13/09 for a term <del>to start</del> 1/1/2010. Full term expires 12/31/2018.</p> <p>D-HH: <del>Elect</del> 12/2/09 as an MHHM <del>rep.</del></p>
<p>Denis A. Cortese, MD (Donna)  MHHM/DHC/D-HH Trustee  <i>Foundation Professor at Arizona State University (ASU) and Director of ASU's Healthcare Delivery and Policy Program</i></p>	<p>MHHM: <del>President</del> appointed <del>to</del> MHHM effective 9/1/2012 (approved by the BoT 6/15/12).  Nominated <del>to</del> both MHHM/DHC on 12/7/12 for a term <del>to start</del> 1/1/2013. Full term expires 12/31/2021.</p> <p>D-HH: <del>Elect</del> on 3/15/13 as an MHHM <del>rep.</del></p>
<p>Barbara J. Couch (Richard)  MHHM/DHC/D-HH Boards' Secretary  <i>President of Hypertherm's HOPE Foundation (includes leadership of all of Hypertherm's philanthropic and volunteer initiatives)</i></p>	<p>MHHM/DHC: Nominated <del>on</del> 3/25/09; completed <del>to</del> Weaver's term through 12/31/09. Full term began 1/1/2010. Full term expires 12/31/2018.</p> <p>D-HH: <del>Elect</del> DHC rep.</p>



<p><b>Paul P. Danos, PhD (Mary Ellen)</b>  MHHM/DHC/D-HH Trustee  <i>Dean Emeritus; Laurence F. Whittemore Professor of Business Administration, Tuck School of Business at Dartmouth</i></p>	<p>MHHM/DHC: Elected 2/5/2014 for a term beginning immediately. Term expires 12/31/2016. Full term expires 5/31/2022.</p> <p>D-HH: Elected DHC rep. trustee (on 2/5/2014) effective immediately.</p>
<p><b>Senator Judd A. Gregg (Kathleen)</b>  MHHM/DHC Trustee  <i>Senior Advisor to SIFMA</i></p>	<p>MHHM/DHC: Term began 1/1/2013. Full term expires 12/31/2021.</p>
<p><b>M. Brooke Herndon, MD (Eric Miller)</b>  MHHM/DHC (Lebanon Physician) Trustee  <i>Staff Physician, Primary Care, DHMC (Heater Road)</i></p>	<p>D-H: Elected on 3/20/2015 for a 3 year term that began 1/1/2015 and end 12/31/2017.</p>
<p><b>Barbara C. Jobst, MD (Markus)</b>  MHHM/DHC (Lebanon Physician) Trustee  <i>Section Chief of Adult Neurology at DHMC and Director of the Dartmouth-Hitchcock Epilepsy Center</i></p>	<p>D-H: Elected on 12/6/2013 for a 3 year term to begin 1/1/2014 and end 12/31/2016.</p>
<p><b>Laura K. Landy (Robert Corman)</b>  MHHM/DHC/D-HH Trustee  <i>President and CEO of the Fannie E. Rippel Foundation</i></p>	<p>MHHM: President appointed to MHHM effective 9/1/2012 (approved by the BoT 6/15/12). Nominated to both MHHM/DHC on 12/7/12 for a term to start 1/1/2013. Full term expires 12/31/2021.</p> <p>D-HH: Elected on 3/15/13 as an MHHM rep.</p>

<p><b>Robert A. Oden, Jr., PhD (Teresa)</b>  MHHM/DHC/D-HH Boards' Vice Chair  <i>Retired President, Carleton College</i></p>	<p>MHHM/DHC: President appointee to MHHM (1/27/11 - 12/31/11). Elected to MHHM/DHC Boards on 12/9/11 for a term 1/1/2012 - 12/31/2014. Full term expires 12/31/2020. Became Board Chair 1/1/2013. Term expired 12/31/15. Vice-Chair: 1/1/16</p> <p>D-HH: Elected DHC rep. trustee (on 12/9/11) effective 1/1/2012.</p>
<p><b>Charles G. Plimpton (Barbara Nyholm)</b>  MHHM/DHC/D-HH Boards' Treasurer  <i>Retired Investment Banker</i></p>	<p>MHHM/DHC: Elected on 3/20/2015. Term began 4/1/2015. Full term expires 12/31/2023. Board Treasurer: 1/1/16</p> <p>D-HH: Elected on 3/20/2015 as an MHHM rep.</p>
<p><b>Timothy D. Scherer, MD</b>  MHHM/DHC Trustee  <i>Associate Medical Director of Specialty Services, D-H Nashua</i></p>	<p>MHHM/DHC: Elected on 12/4/2015. Term began 1/1/2016. Full term expires 12/31/2018.</p>
<p><b>Brian C. Spence, MD, MHCDS (Kirsten Glass, VMD)</b>  MHHM/DHC Trustee  <i>Associate Professor of Anesthesiology</i></p>	<p>MHHM/DHC: Elected on 12/4/2015. Term began 1/1/2016. Full term expires 12/31/2018.</p>

<p>Anne-Lee Verville  MHHM/DHC/D-HH Boards' Chair  <i>Retired senior executive, IBM</i></p>	<p>MHHM/DHC:  Completed Fuehrer's term through 12/31/08.  Nominated on 12/17/08.  Term began 1/1/2009.  Full term expires 12/31/2017.</p> <p>D-HH: Elected 9/3/10 as an MHHM rep. trustee.  Re-elected on 12/6/2013 as a DHC rep for a term to end on 12/31/2015. Re-elected as MHHM rep on 12/4/15.</p> <p>Vice-Chair effective 10/1/2014. Board Chair eff: 1/1/16</p>
<p>James N. Weinstein, DO, MS (Mimi)  MHHM/DHC/D-HH Trustee  <i>Ex-officio: CEO, Dartmouth-Hitchcock; President, D-HH</i></p>	<p>MHHM/DHC/D-HH:  Ex-officio as DHC President effective 1/14/2010. Ex-officio as CEO of D-H began 11/1/2011. Voted by the D-HH Board as President on 9/1/2012 or upon vacancy. Became President on 11/14/2011 when Dr. Colacchio resigned.</p>

**Member of D-HH, not a member of D-H:**

<p>Steven "Steve" A. Paris, MD (Susan)  D-HH Trustee</p>	<p>D-HH: elected to the Board on 6/28/13 for a term to begin immediately and end on 12/31/2015. Elected on 12/4/2015 for a term effective as of 1/1/2016 as a Physician Rep.</p> <p>(NOTE: Term expired on D-H Board 12/31/2015)</p>
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**Administrative Support:**

Kimberley A. Gibbs (603/650-8779)  
Director, Governance & Leadership  
One Medical Center Drive, Lebanon, NH 03756  
[kimberley.a.gibbs@hitchcock.org](mailto:kimberley.a.gibbs@hitchcock.org)  
Fax: 603/650-7440

Claire M. Lillie (603/650-5244)  
Exec. Coordinator for Governance & Leadership  
[claire.m.lillie@hitchcock.org](mailto:claire.m.lillie@hitchcock.org)

## 4.2.2

Edward Jonathan Merrens, MD, MS  
Curriculum Vitae – April 2014

## ADDRESSES:

## Office:

Dartmouth-Hitchcock Medical Center  
One Medical Center Drive  
Lebanon, New Hampshire 03756 USA  
[edward.j.merrens@hitchcock.org](mailto:edward.j.merrens@hitchcock.org)

## Home:

## EDUCATION:

DATE	DEGREE	INSTITUTION
2013	Masters in Healthcare Delivery Science (MS)	Tuck School of Business and the Geisel School of Medicine, Dartmouth College, Hanover, NH
1994	Medical Doctor (MD)	Dartmouth Medical School, Hanover, NH (Geisel School of Medicine at Dartmouth)
1988	Bachelor of Arts (BA)	Dartmouth College, Hanover, NH

## POSTDOCTORAL TRAINING:

DATE	SPECIALTY	INSTITUTION
1997 - 1998	Internal Medicine, Chief Resident	University of Washington, Seattle, WA
1995 - 1997	Internal Medicine Residency	University of Washington, Seattle, WA
1994 - 1995	Internal Medicine Internship	University of Washington, Seattle, WA

## LICENSURE AND CERTIFICATION:

DATE	LICENSURE	CERTIFICATION
1994 - 1998	Washington State Medical License	not renewed
1997 - 2017	American Board of Internal Medicine	Diplomate - No. 176490
1998	New Hampshire Medical License	No. 10335
2013 - 2015	Basic Life Support (CPR/AED)	
2009	Advanced Cardiac Life Support (ACLS)	

## ACADEMIC APPOINTMENTS:

DATE	ACADEMIC TITLE	INSTITUTION
1999	Assistant Professor	Geisel School of Medicine at Dartmouth, Hanover, NH
1998	Instructor in Medicine	Dartmouth Medical School, Hanover, NH
1997	Acting Instructor	University of Washington Department of Medicine

## HOSPITAL APPOINTMENTS:

DATE	TITLE	INSTITUTION
1998 - 2002	Director, Consult Service	General Internal Medicine, DHMC
2000 - 2010	Medical Director, Inpatient Medicine 1E/3E	Dartmouth-Hitchcock Medical Center (DHMC)
2001 - 2002	Associate Section Chief	General Internal Medicine, DHMC
2002 - 2004	Director, Inpatient Affairs	General Internal Medicine, DHMC
2005 - 2010	Associate Program Director	Department of Medicine, DHMC
2005 - 2012	Section Chief, Hospital Medicine	Department of Medicine, DHMC
2010 - 2012	Medical Director, Inpatient Services	Dartmouth-Hitchcock Medical Center (DHMC)
2012 - Present	Chief Medical Officer	Dartmouth-Hitchcock Medical Center (DHMC)

## OTHER PROFESSIONAL POSITIONS:

DATE	POSITION/TITLE	INSTITUTION/ORGANIZATION
1998 - Present	Team Physician, Medical Director	United States Biathlon Association (USBA)
1998 - Present	Team Physician	United States Olympic Committee (USOC)

## MAJOR COMMITTEE ASSIGNMENTS AND CONSULTATIONS:

## National/International:

YEAR	COMMITTEE	ROLE	INSTITUTION
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2001	United States Olympic Committee	MD	21 <sup>st</sup> World University Games - Beijing, China
2002	United States Olympic Committee	MD	2002 Olympic Winter Games - Salt Lake City, USA
2006	United States Olympic Committee	MD	2006 Olympic Winter Games - Torino, Italy
2010	United States Olympic Committee	MD	2010 Olympic Winter Games - Vancouver, Canada
2012	Biathlon World Championships	MD	Ruhpolding, Germany
2014	United States Olympic Committee	MD	2014 Olympic Winter Games – Sochi, Russia

Regional:

YEAR	COMMITTEE	ROLE	INSTITUTION
2012 - 2013	Vermont Hospitalist Leaders	Member	Dartmouth-Hitchcock Medical Center

Institutional:

YEAR	COMMITTEE	ROLE	INSTITUTION
1998 – 2002	Internship Advisory	Chair	Dartmouth Medical School
1999	Section of Nephrology, Search	Member	Dartmouth-Hitchcock Medical Center
1999	Section of Dermatology Search	Member	Dartmouth-Hitchcock Medical Center
1999 – 2002	Continuing Medical Education	Member	Dartmouth-Hitchcock Medical Center
2000 – 2002	Restraints	Co-Chair	Dartmouth-Hitchcock Medical Center
2000 – 2011	House staff Quality Assurance	Member	Dartmouth-Hitchcock Medical Center
2001	Section of Emergency Medicine Search	Member	Dartmouth-Hitchcock Medical Center
2001- 2006	Dept of Medicine Education	Member	Dartmouth-Hitchcock Medical Center
2001- 2002	Point of Care Testing	Member	Dartmouth-Hitchcock Medical Center
2002 - 2003	General Internal Medicine Search	Member	Dartmouth-Hitchcock Medical Center
2002 - 2008	Inpatient Capacity and Flow	Member	Dartmouth-Hitchcock Medical Center
2003 – Present	Compensation	Member	Dartmouth-Hitchcock Medical Center
2003 – 2005	Ad hoc Committee on Compensation	Member	Dartmouth-Hitchcock Medical Center
2004 – 2008	Computer Information System Steering	Member	Dartmouth-Hitchcock Medical Center
2005 – 2010	Medication Reconciliation	Member	Dartmouth-Hitchcock Medical Center
2006 – 2012	DHMC Board of Governors	Member	Dartmouth-Hitchcock Medical Center
2007	DHMC Anticoagulation Task Force	Member	Dartmouth-Hitchcock Medical Center
2008	Dept. of Orthopedics Vice-Chair Search	Member	Dartmouth-Hitchcock Medical Center
2008	Section of Pulmonary Medicine, Search	Member	Dartmouth-Hitchcock Medical Center
2008 – 2010	Clinical Practice	Member	Dartmouth-Hitchcock Medical Center
2008 – 2010	Community Acquired Pneumonia	Chair	Dartmouth-Hitchcock Medical Center
2008 – 2012	Board of Trustees	Member	Dartmouth-Hitchcock Medical Center
2008 – 2012	Assembly of Overseers	Member	Dartmouth-Hitchcock Medical Center
2008 – 2012	Board of Trustees - Finance	Member	Dartmouth-Hitchcock
2008 – 2012	Board of Trustees - Quality Credentials	Member	Dartmouth-Hitchcock
2009	Board of Trustees - Ad Hoc	Member	Dartmouth-Hitchcock Health (DHH)
2010	Dept of Orthopedics, Residency Review	Chair	Dartmouth-Hitchcock Medical Center
2010	Section of Dermatology, Internal Review	Member	Dartmouth-Hitchcock Medical Center
2010 - Present	Quality and Value Committee	Member	Dartmouth-Hitchcock Medical Center
2010 – Present	Ambulatory, Perioperative and Inpatient	Member	Dartmouth-Hitchcock Medical Center
2010 – Present	Access, Capacity and Throughput	Member	Dartmouth-Hitchcock Medical Center
2012 – Present	Critical Care Redesign	Facilitator	Dartmouth-Hitchcock Medical Center
2011 – Present	Inpatient Hospice Care	Member	Dartmouth-Hitchcock Medical Center
2011 – 2013	Wound Care Program	Leader	Dartmouth-Hitchcock Medical Center
2012 – Present	Readmissions Reduction HEN	Member	Dartmouth-Hitchcock Medical Center
2013 – Present	One-DH Credentialing Project	Leader	Dartmouth-Hitchcock Medical Center
2013 – Present	Section of Hospital Medicine, Search	Member	Dartmouth-Hitchcock Medical Center
2013 – Present	Section of Palliative Med, Search	Member	Dartmouth-Hitchcock Medical Center
2013 – Present	Compensation Redesign Committee	Leader	Dartmouth-Hitchcock Medical Center
2013 – Present	Board of Trustees - Finance	Member	Dartmouth-Hitchcock
2014 – Present	Bylaws Redesign	Leader	Dartmouth-Hitchcock Medical Center
2014 – Present	Institutional Ethics Committee	Member	Dartmouth-Hitchcock Medical Center
2014 – Present	Enhancement Advisory Group for GME	Member	Dartmouth-Hitchcock Medical Center

**MEMBERSHIP, OFFICE & COMMITTEE ASSIGNMENTS IN PROFESSIONAL SOCIETIES:**

DATE	SOCIETY	ROLE
1995 – Present	American College of Physicians	Member
1998 – Present	New Hampshire Medical Society	Member
1998 – Present	Grafton County Medical Society	Member
1999 – Present	Society of General Internal Medicine	Member
1999 – Present	American College of Sports Medicine	Member
2000 – Present	United States Olympic Committee	Sports Medicine Society Member
2001 – 2009	Society of Hospital Medicine (SHM)	Member
2007 – 2008	Society of Hospital Medicine (SHM)	Academic Task Force
2010 - Present	Society of Hospital Medicine (SHM)	Fellow in Hospital Medicine (FHM)

**EDITORIAL BOARDS:**

DATE	ROLE	BOARD NAME
1991-1994	Editorial Board	Dartmouth Medicine Magazine
1999 – 2002	Reviewer	Journal of General Internal Medicine (JGIM)
1998	Reviewer	British Medical Journal, Reviewer for Clinical Evidence
2000 – Present	Associate Editor	Annals of Internal Medicine
2007	Reviewer	Oxford Press – Handbook Clinical Medicine/Acute Medicine

**AWARDS AND HONORS:**

DATE	AWARD
1994	Upjohn Achievement Award, Dartmouth Medical School
1994 - 1995	Intern of the Year – University of Washington Department of Medicine
1995 – 1996	Award for Excellence in Internal Medicine – University of Washington Department of Medicine
1996 – 1997	Outstanding Resident of the Year - University of Washington Department of Medicine
2008	Arnold P. Gold Humanism in Medicine Honor Society Award, Dartmouth Medical School
2005 - 2012	Department of Medicine Excellence in Teaching Awards
2006	Excellence in Teaching Award, Dartmouth Medical School Class of 2007
2010	Alpha Omega Alpha (AOA) – Honor Medical Society
2011- 2013	New Hampshire Magazine's Top Doctors (Hospitalist)

**JOURNAL REFEREE ACTIVITIES:**

DATE	JOURNAL NAME
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Other Activities:

**TEACHING EXPERIENCE/CURRENT TEACHING RESPONSIBILITIES:**

Dartmouth Medical School:

DATE	TEACHING
1998 – Present	Inpatient Medical Service teaching with 3 <sup>rd</sup> year Medical students on Medical clerkship rotation
2004 – Present	Inpatient Hospitalist Service teaching with 4 <sup>th</sup> year DMS Sub-Interns

Dartmouth-Hitchcock Medical Center:

1998 – Present	Inpatient Medical Service teaching with Interns and Residents on the inpatient teaching service
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**INVITED PRESENTATIONS:**

Regional:

DATE	TOPIC	ORGANIZATION	LOCATION
4/25/2014	Promoting Professional Accountability: Dealing with Behaviors that Undermine A Culture of Safety; Guest speaker	Vanderbilt Medical Center Center for Patient & Professional Advocacy	Hanover, NH

4/23/2014	The Hospitalists Role in Developing a Sustainable Health System: Moving from Volume to Value Grand Rounds Speaker	Newton-Wellesley Hospital	Newton, MA
4/11/2014	Planning for Death: Ethics and Legalities Guest Speaker	Dartmouth Ilead Course	Hanover, NH
4/5/2014	The Dartmouth Symposium on Health Care Delivery Science, Panel Speaker	Dartmouth College, MHCDS The Tuck School of Business	Hanover, NH
9/27/2013	Heath Care Reform: Vermont and New Hampshire Leading the Debate	Geisel School of Medicine	Lebanon, NH
7/20/2013	Leadership Panel	MHCDS Summer Residency	Hanover, NH
5/30/2013	Accountable Care and Hospitalists	Springfield Hospital Grand Rounds	Springfield, VT
10/23/2012	Hospital Medicine, history and impact on care delivery and Accountable care	New London Hospital Grand Rounds	New London, NH
10/10/2012	Emergency Medicine, Accountable Care and the regional role of DH	DHMC Emergency Medicine Resident Conference	DHMC, Lebanon, NH
6/12/2012	Hospital Medicine - Opportunities and Challenges in Healthcare Delivery	Valley Regional Hospital Grand Rounds	Claremont, NH
1/19/2012	Doctors, Sections, Boards and Everything in Between	Volunteer Auxiliary Board	DHMC, Lebanon, NH
5/13/2010	Hepatorenal Syndrome: Understanding and Managing the Renal Dysfunction of Cirrhosis	General Internal Medicine Educational Conference	DHMC, Lebanon, NH
3/14/2010	Advanced Communication Skills for the Inpatient Physician	Dartmouth Medical School Advanced Medical Science Course	DHMC, Lebanon, NH
4/22/2010	Alumni Share Knowledge Forum "The Practice: Diverse Pathways"	Dartmouth Medical School	DHMC, Lebanon, NH
2/19/2009	The Evolution of Inpatient Care	Clinical Practice Committee	DHMC, Lebanon, NH
1/31/2009	Health and Nutrition for Nordic Ski Performance	Ford Sayre Ski Council	Hanover, NH
12/8/2008	Exercise Induced Asthma and Bronchospasm in Nordic Skiers	Noon talk	DHMC, Lebanon, NH
National: DATE 5/17/2013	TOPIC Accountable Care and Hospitalist	ORGANIZATION Society for Hospital Medicine	LOCATION Washington, DC
5/21/2010	Nutrition for Performance	United States Biathlon team and Olympic officials	Lake Placid, NY

2009	Altitude Training: Hypoxic Training and Athletic Performance	United States Biathlon team	Lake Placid, NY
10/24/2009	Medical care of the Biathlete	United States Biathlon team	Lake Placid, NY
3/3/2009	Medical Care of the Elite Winter Athlete	New England Medical Assn 52 <sup>nd</sup> Annual Conference	Stowe, VT
2008	Effect of an Inpatient Anticoagulation Service on Improving the Safe Use of Warfarin Sodium	Society of Hospital Medicine Annual Meeting	San Diego, CA
6/14/2008	Medical care of the Biathlete	United States Biathlon team and US Olympic Committee	Lake Placid, NY
<b>International:</b>			
<b>DATE</b>	<b>TOPIC</b>	<b>ORGANIZATION</b>	<b>LOCATION</b>
11/29/2008	Medical care of the Biathlete	IBU World Cup	Ostersund, Sweden
11/29/2008	Nutrition for Performance in Biathlon	IBU World Cup	Ostersund, Sweden

#### MAJOR RESEARCH INTERESTS:

RESEARCH FUNDING: (Be sure to include dates, amounts, whether you are PI or co-PI)

Past:

1. DHMC Quality Research Grant, 2007-8 - Inpatient Anticoagulation, Principle Investigator

#### BIBLIOGRAPHY:

Journal Articles:

1. Zlotnick D, Merrens E, Fingar E, et al. 69-year-old male presenting with hypotension and anasarca. *Am J Hematol* 2008;83:311-314.
2. Zlotnick D, Merrens E, Fingar E, et al. Intravascular lymphoma as a recurrence of testicular Non-Hodgkin's lymphoma confirmed by polymerase chain reaction. *Am J Hematol* 2008;83:681-682.
3. Lurie JD, Merrens EM, Lee J, Splaine ME. An Approach to Hospital Quality Improvement. *Medical Clinics of North America*, 2002
4. Merrens EJ, Peart DR. Effects of Hurricane Damage on Individual Growth and Stand Structure in a Hardwood Forest in New Hampshire, USA. *Journal of Ecology* 1992;80:787-795.

Original Articles:

1. Merrens, EJ, Meeting 24/7 Demands, *Dartmouth Medicine Magazine* – Page 31, Summer 2005

Letters to the Editor:

1. Sheffield JV, Merrens EJ. More about Thrombotic Thrombocytopenic Purpura. *Letter, New Engl J Med.* 1998 Feb 19; 338(8):548

Book Chapters:

1. Merrens, EJ (Chapter on Biliary disease), Glasheen J (Editor) *Hospital Medicine Secrets*. Elsevier Publishing (2006)

Updated: 4/24/2014



MARY HITCHCOCK MEMORIAL HOSPITAL DBA DARTMOUTH HITCHCOCK

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
James Weinstein, MD	Chief Executive Officer	\$1,250,000	0.0%	\$ 0.00
Robin Kilfeather-Mackey	Chief Financial Officer	\$525,0785	0.0%	\$ 0.00
Daniel Jantzen	Chief Operating Officer	\$525,000	0.0%	\$ 0.00
Edward Merrens, MD	Chief Medical Officer	\$375,000	0.0%	\$ 0.00

30



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-3958 1-800-852-3345 Ext. 3958  
Fax: 603-271-4934 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

April 17, 2015

APPROVED FIC	X
DATE	
APPROVED G&C #	30
DATE	5/27/15
NOT APPROVED	

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 each State Fiscal Year for a total of \$60,000. The Agreements are effective date of Governor and Executive Council approval through June 30, 2016. 100% Other Funds.

VENDOR	LOCATION
Mary Hitchcock Memorial Hospital	Lebanon, NH

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts between state fiscal years without further approval from Governor and Executive Council, if needed and justified.

**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 2015	530-500371	Drug Rebates	90024609	\$30,000
SFY 2016	530-500371	Drug Rebates	90024609	\$30,000
		<b>Total</b>		<b>\$60,000</b>

### EXPLANATION

This requested action is the fourth (4th) of eight (8) 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. The Department anticipates that the remaining four (4) agreements 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,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner


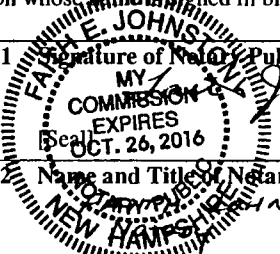
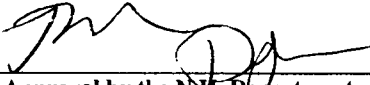
Subject: New Hampshire Ryan White CARE Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock		1.4 Contractor Address 1 Medical Center Drive Lebanon, NH 03756	
1.5 Contractor Phone Number 603-653-1213	1.6 Account Number 05-95-90-902510-2229-530-500371	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$60,000
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4483	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Daniel Jantzen, Chief Operating Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>4/13/15</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.			
1.13.1 Signature of Notary Public or Justice of the Peace  <u>E. Johnston</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>E. Johnston</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Megan A. York</u> - Attorney On: <u>5/1/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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


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

**7. PERSONNEL.**

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

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

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

  
4/13/10

**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: 4/13/15

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.

Contractor Initials: 

Date: 4/13/15





## 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 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.

*[Handwritten Signature]*  
4/13/15



**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;

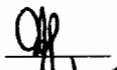
1/13/15  
[Signature]



- 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.

  
Date 4/3/15

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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

  
Date 4/3/15

**New Hampshire Department of Health and Human Services  
Exhibit C**



- 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.

CAJ  
4/13/15





**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 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.
- 10.2 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.
- 10.3 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.
- 10.4 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. Subparagraph 13 of the General Provisions of this contract, Indemnification, is replaced as follows;

**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



Exhibit C-1

be claimed to arise out of) the negligent acts or omissions or intentional misconduct 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.

4. Insurance:

Subparagraph 14.2 of the General Provisions of this contract is deleted and replaced with the following subparagraph;

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.

5. Confidentiality of Records:

Subparagraph 10 of Exhibit C of this contract, Special Provisions, is deleted and replaced with the following subparagraph;

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 disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA; 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.

6. 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.

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Handwritten date '4/15/15' written in black ink over a horizontal line.



**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.

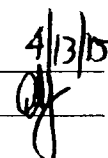
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Contractor Name: Mary Hitchcock Memorial Hospital dba Dartmouth-Hitchcock

Date 4/13/15

  
Name: Daniel Jantzen  
Title: Chief Operating Officer

Contractor Initials 4/13/15  
Date 



**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: Mary Hitchcock Memorial Hospital dba Dartmouth-Hitchcock

4/13/15  
Date

[Signature]  
Name: Daniel Janzen  
Title: Chief Operating Officer



**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**

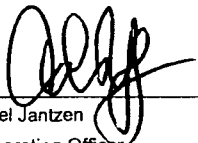
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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 (I)(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: Mary Hitchcock Memorial Hospital dba Dartmouth-Hitchcock

4/13/15  
Date

  
Name: Daniel Jantzen  
Title: Chief Operating Officer

Contractor Initials   
Date 4/13/15



**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:

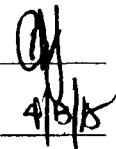
- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and 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

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

Contractor Initials

  
4/18/15



**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: Mary Hitchcock Memorial Hospital dba Dartmouth-Hitchcock

4/13/15  
Date


  
Name: Daniel Santzen  
Title: Chief Operating Officer

Exhibit G

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

Contractor Initials



Date

4/13/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

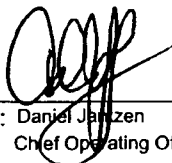
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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: Mary Hitchcock Memorial Hospital dba Dartmouth-Hitchcock

4/13/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name: Daniel Janzen  
Title: Chief Operating Officer


Contractor Initials   
Date 4/13/15



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.

OP  
4/13/15



**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.

Contractor Name: Mary Hitchcock Memorial Hospital dba Dartmouth-Hitchcock

4/13/15  
Date

  
Name: Daniel Jantzen  
Title: Chief Operating Officer

Contractor Initials DJ  
Date 4/13/15



**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: 069910297
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

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

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

CA  
4/3/15



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the**

**NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract**

This first Amendment to the NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract, (hereinafter referred to as "Amendment #1") dated this 2nd day of March, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Merrimack River Medical Services, Inc. (hereinafter referred to as "the Contractor") a corporation with a place of business located at 125 North Elm Street, Westfield, MA 01085.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2015, Item #55, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS the parties agree to increase the contract price limitation and extend the contract completion date to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2018
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$120,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
(603) 271-9558
5. Exhibit D, Certification Regarding Drug Free Workplace Requirements, Contractor Name, to read:  
Merrimack River Medical Services, Inc.
6. Exhibit E, Certification Regarding Lobbying, Contractor Name, to read:  
Merrimack River Medical Services, Inc.
7. Exhibit F, Certification Regarding Debarment, Suspension and Other Responsibility Matters, Contractor Name, to read:  
Merrimack River Medical Services, Inc.
8. Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections, Contractor Name, to read:  
Merrimack River Medical Services, Inc.
9. Exhibit H, Certification Regarding Environmental Tobacco Smoke, Contractor Name, to read:  
Merrimack River Medical Services, Inc.
10. Exhibit J, Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance, Contractor Name, to read:  
Merrimack River Medical Services, Inc.



New Hampshire Department of Health and Human Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

4/29/16  
Date

State of New Hampshire  
Department of Health and Human Services  
Marcella J. Bobinsky  
Name: Marcella J. Bobinsky  
Title: Acting Director

3/8/16  
Date

Merrimack River Medical Services, Inc.  
EJ Blain  
Name: EDWARD J BLAIN  
Title: CHAIRMAN / CEO

Acknowledgement:

State of ~~Massachusetts~~ County of Hampden on 3/8/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.  
Signature of Notary Public or Justice of the Peace

Tanya M. Wsdenker, HR Coordinator  
Name and Title of Notary or Justice of the Peace  
exp 6/1/18

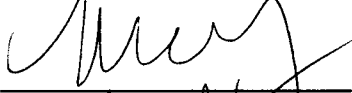
**New Hampshire Department of Health and Human Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/12/16  
Date

  
Name: Megan A. Kelly  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

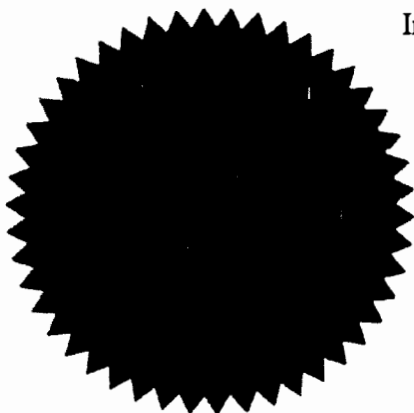
\_\_\_\_\_  
Name:  
Title:



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 MERRIMACK RIVER MEDICAL SERVICES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 7, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28<sup>th</sup> day of April, A.D. 2015

William M. Gardner  
Secretary of State

NEW HAMPSHIRE

## Corporation Division

[Search](#)  
[By Business Name](#)  
[By Business ID](#)  
[By Registered Agent](#)  
[Annual Report](#)  
[File Online](#)  
[Guidelines](#)  
[Name Availability](#)  
[Name Appeal Process](#)

Date: 4/22/2016

## Filed Documents

(Annual Report History, View Images, etc.)

## Business Name History

Name	Name Type
MERRIMACK RIVER MEDICAL SERVICES, INC.	Legal

## Corporation - Domestic - Information

<b>Business ID:</b>	315292
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	5/7/1999
<b>State of Business.:</b>	NH
<b>Principal Office Address:</b>	323 DERRY ROAD HUDSON NH 03051
<b>Principal Mailing Address:</b>	No Address
<b>Last Annual Report Filed Date:</b>	3/30/2016 11:30:18 AM
<b>Last Annual Report Filed:</b>	2016

## Registered Agent

<b>Agent Name:</b>	Blain, Edward J
<b>Office Address:</b>	323 Derry Road Hudson NH 03051

## Mailing Address:

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**

**CERTIFICATE OF VOTE**

I, Steven J Kassels, PRESIDENT, do hereby certify that:  
(Name of the Elected Officer of the Agency, Chairman of Contract Signatory)

1. I am a duly elected Officer of Merrimack River Medical Services, Inc..  
(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 1/15/16:  
(Date)

**RESOLVED:** That the CHAIRMAN/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 8 day of March, 2016  
(Date Contract Signed)

4. EDWARD J BLAIN is the duly elected CHAIRMAN/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Steven Kassels  
(Signature of the Elected Officer)

STATE OF ~~NEW HAMPSHIRE~~ Massachusetts

County of Hampden

The forgoing instrument was acknowledged before me this 8 day of March, 2016.

By Steven J Kassels  
(Name of Elected Officer of the Agency)

Tanya M Underler  
(Notary Public/Justice of the Peace)

NOTARY SEAL

Commission Expires: 12/1/18



# CERTIFICATE OF LIABILITY INSURANCE

COMMHEA-01

KBRITT

DATE (MM/DD/YYYY)

11/5/2015

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).

PRODUCER HUB International NE LLC formerly FieldEddy 96 Shaker Road East Longmeadow, MA 01028	CONTACT NAME: <b>Karen Britt</b>	
	PHONE (A/C, No, Ext): <b>(413) 733-3131</b> FAX (A/C, No): <b>(413) 733-3191</b> E-MAIL ADDRESS: <b>kbritt@fieldeddy.com</b>	
INSURED  <b>Merrimck River Medical Services, Inc.</b> 125 North Elm Street 3rd floor Westfield, MA 01085	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Philadelphia Indemnity Insurance Company (PIC)</b>	
	INSURER B: <b>A.I.M. Mutual Insurance Co</b>	<b>33758</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof/Abuse- sep. aco  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK1253537	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EBL AGGREGATE L \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1253537	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 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 \$ 10,000		PHUB479539	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ General Agg \$ 8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	VWC1006018944-2015A	06/28/2015	06/28/2016	PER STATUTE 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	General Liability		PHPK1253537	11/01/2015	11/01/2016	76,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Department of Health and Human Services  
Contracts and Procurement Unit  
129 Pleasant Street  
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

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Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-3958 1-800-852-3345 Ext. 3958  
Fax: 603-271-4934 TDD Access: 1-800-735-2964



55 *dm*

June 1, 2015

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

APPROVED F/C	<i>X</i>
DATE	
APPROVED G&C #	<i># 55</i>
DATE	<i>6/24/15</i>
NOT APPROVED	

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to establish a list of Substance Abuse Treatment Centers, with the ability to expand to include additional agencies licensed by the New Hampshire Board of Medicine, and certified and approved by the New Hampshire Bureau of Drug and Alcohol Services for Outpatient Treatment programs to provide counseling and medication assisted treatment for 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 each State Fiscal Year for a total of \$60,000. The Agreements are effective date of Governor and Executive Council approval through June 30, 2016. 100% Other Funds.

VENDOR	LOCATION
Merrimack River Medical Services Inc., dba Community Substance Abuse Centers	Newington

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council, if needed and justified.

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 REBATES1

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	530-500371	Drug Rebates	90024610	\$30,000
SFY 2016	530-500371	Drug Rebates	90024610	\$30,000
			<b>Total</b>	<b>\$60,000</b>

### EXPLANATION

This request is the first (1<sup>st</sup>) of two (2) agreements that will ensure the provisions of substance abuse counseling and medication-assisted treatment services, to New Hampshire residents living with Human Immunodeficiency Virus, (HIV) statewide, who are enrolled in the New Hampshire Ryan White CARE Program. The substance abuse treatment centers will provide outpatient substance abuse counseling and medication assisted treatment to enrolled NH Ryan White CARE Program clients on an individual, case-by-case, as needed basis. 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. 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."

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 substance abuse counseling and medication assisted treatment needs and without access to these services will not receive outpatient treatment 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.

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 substance abuse treatment centers on April 4, 2014, notifying them that a Request for Application was posted. Two 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.

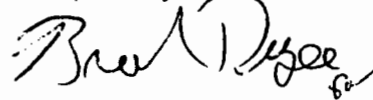
The geographic area to be served is statewide.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 1, 2015  
Page 3

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

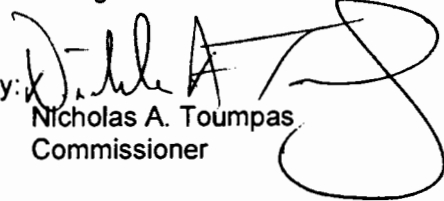
In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Marcella Jordon Bobinsky  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner

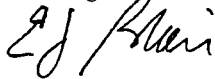
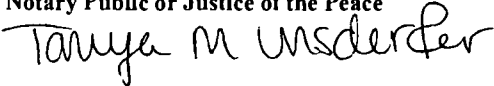
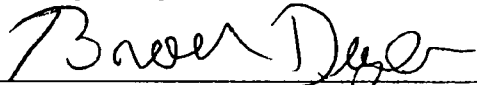

Subject: NH Ryan White CARE Program Substance Abuse Treatment Centers

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Merrimack River Medical Services		1.4 Contractor Address 125 North Elm Street Westfield, MA 01085	
1.5 Contractor Phone Number 413-568-6600	1.6 Account Number Enter acct # as shown in GC-1r example: 05-95-90-902010-0825-102- <del>500731-902510-2229-530-</del> 500371	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$60,000
1.9 Contracting Officer for State Agency Eric Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Edward Blain, CEO / Treasurer + Secretary	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Hampden</u> On <u>3/10/15</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.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace HR Coordinator			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/9/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

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

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

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

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

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

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

Contractor Initials: EB  
Date: 3/10/15

**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 attached and are incorporated herein by reference. Each

Contractor Initials: EB  
Date: 3/12/15

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 substance abuse counseling and medication-assisted maintenance 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 substance abuse counseling and medication assisted treatment 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 substance abuse counseling and medication-assisted maintenance services 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:

Substance abuse treatment centers will maintain a valid license by the New Hampshire Board of Medicine, certification and approval by the New Hampshire Bureau of Drug and Alcohol Services and the treatment centers must be free from any mental or physical impairment or condition which would preclude his/her ability to competently perform the essential functions or duties under this Agreement.



## Exhibit A

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Substance abuse treatment centers shall adhere to the NH CARE Program Standards of Care for Substance Abuse Services, and all applicable Programmatic, Fiscal and Universal Monitoring Standards, as documented by the Health Resources and Services Administration (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>

4. 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.

**5. 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 substance abuse counseling and medication-assisted treatment provided by the contractor to enrolled 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 the 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 substance abuse counseling and medication-assisted treatment is 100% federal funds from the Pharmaceutical Rebates.
5. Contracted Substance abuse treatment centers shall complete and submit an outpatient substance abuse counseling and medication-assisted treatment 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 Department of Health and Human Services funded programs and services.
7. Substance abuse treatment centers are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded Contractor'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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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.
  
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 \$8,000,000 per occurrence, and



**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: Merrimack River Medical Services, Inc. dba  
Community Substance Abuse Centers

3/10/15  
Date

E J Blain  
Name: Edward Blain  
Title: CEO



**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.

3/10/15  
Date

Contractor Name:  
Merrimack River Medical Services, Inc. dba Community  
Substance Abuse Centers

Edward Blain  
Name: Edward Blain  
Title: CEO



**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.

3/10/15  
Date

Contractor Name:  
Merrimack River Medical Services, Inc. dba Community  
Substance Abuse Centers

E. J. Blain  
Name: Edward Blain  
Title: CEO



**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

g/b

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

Date

3/10/15

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.

3/10/15  
Date

Contractor Name:  
Merrimack River Medical Services, Inc. dba Community  
Substance Abuse Centers  
Edward Blain  
Name: Edward Blain  
Title: CEO

Exhibit G

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

Contractor Initials EB

Date 3/10/15



**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:  
Merrimack River Medical Services, Inc. dba Community  
Substance Abuse Centers

Date 3/10/15

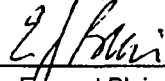
  
Name: Edward Blain  
Title: CEO



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:  
Merrimack River Medical Services, Inc. dba Community  
Substance Abuse Centers

3/10/15  
Date

EJ Blain  
Name: Edward Blain  
Title: CEO



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: 004983018
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

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

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



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the**

**NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract**

This first Amendment to the NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract, (hereinafter referred to as "Amendment #1") dated this 26th day of February, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Milford Regional Counseling Services, Inc. (hereinafter referred to as "the Contractor") a nonprofit corporation with a place of business located at 15 Union Street, Milford, NH 03055.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 27, 2015, Item #29, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS the parties agree to increase the contract price limitation and extend the contract completion date to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2018
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$120,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
(603) 271-9558



New Hampshire Department of Health and Human Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

Date 4/29/16

State of New Hampshire  
Department of Health and Human Services  
Marcella J. Bobinsky  
Name: Marcella J. Bobinsky  
Title: Acting Director

Date 3/11/16

Milford Regional Counseling Services, Inc.  
Peter Kelleher  
Name: Peter Kelleher  
Title: President and CEO

Acknowledgement:

State of New Hampshire, County of Hillsborough on March 1<sup>st</sup> 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Wendy Nichols Notary  
Name and Title of Notary or Justice of the Peace




New Hampshire Department of Health and Human Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/12/14  
Date

  
Name: William A. Goff  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

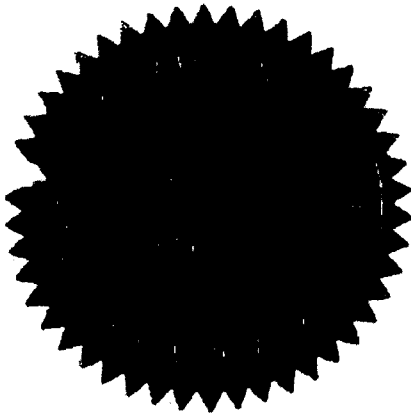
\_\_\_\_\_  
Date

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

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 MILFORD REGIONAL COUNSELING SERVICES is a New Hampshire nonprofit corporation formed March 19, 1984. 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 14<sup>th</sup> day of April A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner". The signature is written in a cursive style with a prominent initial "W".

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 Milford Regional Counseling Services.  
(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 3/11/16:  
(Date)

**RESOLVED:** That the President and 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 1<sup>st</sup> day of March, 2016.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President and 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 1<sup>st</sup> day of March, 2016,

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

Wendy Nichols  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/4/19





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/30/2015

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 03064	<b>CONTACT NAME:</b> Kimberly Gutekunst <b>PHONE (A/C, No, Ext):</b> 603-882-2766 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> kgutekunst@eatonberube.com
<b>INSURED</b> <b>HARHO</b> Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hanover Insurance INSURER B: QBE Insurance Corp INSURER C: Lexington INSURER D: INSURER E: INSURER F:

COVERAGES    CERTIFICATE NUMBER: 1348914431    REVISION NUMBER:

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

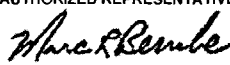
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		ZBV970714702	7/1/2015	7/1/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AHV9706003	7/1/2015	7/1/2016	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UHV970913302	7/1/2015	7/1/2016	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	QWC3000636	11/26/2015	11/26/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
C	Professional Liability Abuse & Molestation Empl Benefits Liability			017570426	7/1/2015	7/1/2016	\$1,000,000                          \$3,000,000 \$1,000,000                          \$3,000,000 \$1,000,000                          \$3,000,000	

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

Additional Named Insureds:  
Harbor Homes, Inc. - FID# 020351932  
Harbor Homes II, Inc.  
Harbor Homes III, Inc.  
Healthy at Homes, Inc. -FID# 043364080  
Milford Regional Counseling Service, Inc. -FID# 222512360  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

Contracts & Procurement DHHS, State of NH 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

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		

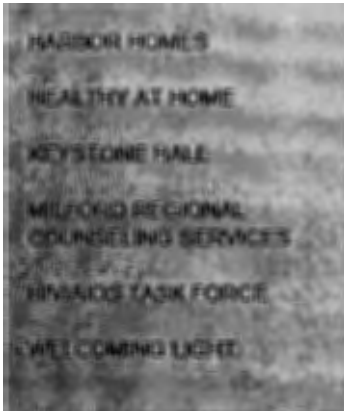
**ADDITIONAL REMARKS**

**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



## Partnership Member Agencies



Email

## Our Mission

*Our mission is to help people manage life's challenges.*

Milford regional Counseling Services is a small, local, non-profit organization founded in 1984 by Dot Colson, a New Hampshire pioneer in the mental health field, who believed that all people should have access to affordable mental health care in their area.

As the only non-profit counseling services in the Souhegan Valley, Milford Regional Counseling Services aims to fill a critical gap in mental health care in the region. We primarily serve people who live in the towns of Milford, Amherst, Mont Vernon, Wilton, Brookline, Lyndeborough, Hollis, New Boston, Merrimack, Bedford, Temple, Greenville, Frankestown, Mason, Greenfield, New Ipswich, and Peterborough. We rely on the support of local town, grants, and generous individual donations to continue to offer our Milford Area Affordable Counseling Program. To find out ways you can help ensure this program continues, visit our Donate and Volunteer pages, or send us an email.

We offer a welcoming environment to all of our clients, regardless of age, gender, race, ethnicity, sexual orientation, cultural or religious belief.

## Our Services

We have counselors who work with adults, teens, and children. We meet with individuals, couples, families, and groups.

We can help you with counseling for many things including:

- Depression/Self-Harm/Suicide
- Stress/General Anxiety/Social Anxiety
- Panic Attacks/Phobias
- Relationship Issues
- Family and Marriage Counseling
- Divorce and Separation Support
- Disability adjustment/HIV/AIDS
- Grief/Bereavement
- Trauma/Abuse/PTSD
- Anger/Domestic Violence
- Substance Abuse/Addictions
- ADD/ADHD
- Mindfulness
- Life Management/Coping Skills

**MILFORD REGIONAL  
COUNSELING SERVICES, INC.**

**Financial Statements**

**For the Year Ended June 30, 2015**

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



## TABLE OF CONTENTS

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Statement of Cash Flows	6
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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Milford Regional Counseling Services, Inc.

Additional Offices:  
Andover, MA  
Greenfield, MA  
Manchester, NH  
Ellsworth, ME

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

We have audited the accompanying financial statements of Milford Regional Counseling Services, Inc. which comprise the statement of financial position as of June 30, 2015, 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 Milford Regional Counseling Services, Inc. as of June 30, 2015, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015 on our consideration of the Milford Regional Counseling Services, Inc.'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 Milford Regional Counseling Services, Inc.'s internal control over financial reporting and compliance.

*Melanson Heath*

December 10, 2015

MILFORD REGIONAL COUNSELING SERVICES, INC.

Statement of Financial Position

June 30, 2015

ASSETS

Current Assets:	
Cash and cash equivalents	\$ 18,136
Accounts receivable, net	8,808
Due from related organization	<u>3,863</u>
Total Current Assets	30,807
Noncurrent Assets:	
Property and equipment, net	152,761
Deferred compensation plan assets	<u>1,000</u>
Total Noncurrent Assets	<u>153,761</u>
Total Assets	<u>\$ 184,568</u>

LIABILITIES AND NET ASSETS

Current Liabilities:	
Accounts payable	\$ 75
Accrued expenses and other liabilities	7,443
Current portion of note payable	<u>15,953</u>
Total Current Liabilities	23,471
Long Term Liabilities:	
Due to related organizations	48,153
Note payable, net of current portion	54,081
Deferred compensation plan liability	<u>1,000</u>
Total Long Term Liabilities	<u>103,234</u>
Total Liabilities	126,705
Unrestricted Net Assets	<u>57,863</u>
Total Liabilities and Net Assets	<u>\$ 184,568</u>

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

MILFORD REGIONAL COUNSELING SERVICES, INC.

Statement of Activities

For the Year Ended June 30, 2015

Support and Revenue:	
Fees, net	\$ 163,076
Contract income	715
Contributions - cities and towns	6,944
Contributions - other	3,835
Rental income, net	(5,391)
Miscellaneous income	<u>2,529</u>
Total Support and Revenue	171,708
Expenses:	
Program services	117,882
General and administrative	24,775
Fundraising	<u>8,812</u>
Total Expenses	<u>151,469</u>
Change in Net Assets	20,239
Unrestricted Net Assets, Beginning of Year	<u>37,624</u>
Unrestricted Net Assets, End of Year	<u>\$ 57,863</u>

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

MILFORD REGIONAL COUNSELING SERVICES, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2015

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>Total</u>
Accounting and auditing	\$ -	\$ 6,175	\$ -	\$ 6,175
Advertising	1,749	-	-	1,749
Conferences and conventions	33	-	-	33
Depreciation	1,286	322	-	1,608
Health insurance and other employee benefits	2,092	295	-	2,387
Information technology	1,476	260	-	1,736
Interest expense	755	189	-	944
Office supplies	1,309	231	-	1,540
Operating and maintenance expenses	837	170	-	1,007
Operating supplies	152	51	-	203
Other expenses	670	1,055	-	1,725
Other insurance	-	110	-	110
Payroll taxes	10,235	1,463	875	12,573
Postage and shipping	145	26	-	171
Professional fees	874	-	-	874
Salaries and wages	90,704	13,266	7,937	111,907
Snow removal	905	226	-	1,131
Telephone	1,727	203	-	1,930
Utilities	<u>2,933</u>	<u>733</u>	<u>-</u>	<u>3,666</u>
Total functional expenses	<u>\$ 117,882</u>	<u>\$ 24,775</u>	<u>\$ 8,812</u>	<u>\$ 151,469</u>

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

MILFORD REGIONAL COUNSELING SERVICES, INC.

Statement of Cash Flows

For the Year Ended June 30, 2015

Cash Flows From Operating Activities:	
Change in net assets	\$ 20,239
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	6,433
(Increase) Decrease In:	
Accounts receivable	3,458
Increase (Decrease) In:	
Accounts payable	(4,917)
Accrued expenses and other liabilities	<u>2,802</u>
Net Cash Provided By Operating Activities	28,015
Cash Flows From Financing Activities:	
Change in due to related organizations, net	(355)
Principal payments on long term debt	<u>(13,905)</u>
Net Cash Used By Financing Activities	<u>(14,260)</u>
Net Increase	13,755
Cash and Cash Equivalents, Beginning of Year	<u>4,381</u>
Cash and Cash Equivalents, End of Year	<u>\$ 18,136</u>
Supplemental disclosures of cash flow information:	
Interest paid	<u>\$ 3,775</u>

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

## MILFORD REGIONAL COUNSELING SERVICES, INC.

### Notes to the Financial Statements

#### 1. **Organization:**

Milford Regional Counseling Services, Inc. (the Organization) operates a regional counseling center serving the Greater Souhegan Valley area. The Organization provides counseling, guidance and consultation to individuals, groups, children, adults, and families.

#### 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, 2015, 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

Milford Regional Counseling Services, Inc. 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, 2015, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

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

The carrying amount of the Organization's deposits with financial institutions was \$16,213 at June 30, 2015. 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 at June 30, 2015. The bank balance is categorized as follows:

Insured by FDIC	\$ <u>19,857</u>
Total Bank Balance	\$ <u><u>19,857</u></u>

4. **Accounts Receivable:**

Accounts receivable at June 30, 2015 consists mainly of amounts due from clients for services and includes an allowance of \$2,936.

5. **Due from/to Related Organizations:**

“Due from related organizations” represents amounts due from related organizations as a result of services provided by the Organization. “Due to related organizations” primarily represents a liability due to Harbor Homes, Inc. This is a result of shared expenses that flow through the Harbor Homes, Inc. main operating cash account and for services performed on behalf of the Organization.

6. **Property, Equipment and Depreciation:**

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

Land	\$ 23,320
Buildings	207,779
Building improvements	12,308
Furniture and fixtures	1,575
Software	<u>1,514</u>
Subtotal	246,496
Less: accumulated depreciation	<u>(93,735)</u>
Total	<u>\$ 152,761</u>

Depreciation expense for the year ended June 30, 2015 totaled \$6,433.

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

<u>Assets</u>	<u>Years</u>
Building and improvements	10 - 40
Furniture and fixtures	5 - 10
Software	5

**7. Deferred Compensation Plan:**

The Organization maintains a deferred compensation plan for certain employees (the "SA Plan"). The deferred compensation liability under the SA Plan was \$1,000 as of June 30, 2015 and was recorded as a long-term liability. This is offset by a corresponding long-term asset in the same amount.

**8. Long Term Debt:**

Long-term debt as of June 30, 2015 consisted of the following:

A mortgage payable to TD Bank, due in monthly installments of \$1,552, including principal and interest at 6.66%, originally maturing on July 13, 2014 and modified to mature on July 13, 2019, secured by real property.	\$ <u>70,034</u>
Total	70,034
Less amount due within one year	<u>(15,953)</u>
Long-term debt, net of current portion	\$ <u><u>54,081</u></u>

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

<u>Year</u>	<u>Amount</u>
2016	\$ 15,953
2017	16,686
2018	17,453
2019	18,255
2020	<u>1,687</u>
Total	\$ <u><u>70,034</u></u>

**9. Rental Income, Net of Expenses:**

The Organization rents office space to unrelated businesses resulting in unrelated business income. For financial statement presentation, the unrelated business expenses have been netted against rental income.

The unrelated business activity is as follows:

Rental income		\$ 24,615
Less expenses:		
Depreciation	\$ 4,825	
Workers' compensation insurance	21	
Insurance	622	
Legal fees	275	
Mortgage interest	2,831	
Operating and maintenance	1,169	
Payroll taxes	163	
Property taxes	4,132	
Salaries	1,474	
Snow removal	3,394	
Utilities	<u>11,100</u>	
		<u>(30,006)</u>
Rental income, net of expenses		\$ <u>(5,391)</u>

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

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose satisfied. There were no restricted net assets; therefore, no net assets were released.

**11. Transactions with Related Parties:**

The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a 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. 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 meas-

urement 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:

	Carrying Value	Fair Value	Level One	Level Two	Level Three
Note payable	\$ <u>70,034</u>	\$ <u>70,034</u>	\$ -	\$ <u>70,034</u>	\$ -
Total liabilities	\$ <u>70,034</u>	\$ <u>70,034</u>	\$ -	\$ <u>70,034</u>	\$ -

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

### 13. **Subsequent Events:**

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2015 through December 10, 2015, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**  
 (Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counselling Services, Inc.,  
 Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - (603) 882-1495

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

Joel Jaffe - (603) 882-1495

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

Vincent Chamberlain - (603) 882-1495

**Chair of the Board**

Lynn King - (603) 882-1495

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

Laurie Des Rochers - (603) 882-1495

- (Facilities Committee)

Melissa Knight - (603) 882-1495

- (HCC Oversight Committee)

Phil Duhalme - (603) 882-1495

- (Governance Committee)  
 - (Executive Committee)

Naomi Mbody - (603) 882-1495

(no committee assignment)

Laurie Goguen - (603) 882-1495

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

Rick Plante - (603) 882-1495

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

Nathan Goodwin - (603) 882-1495

- (Governance Committee)  
 - (RDP Committee)

Phil Richard - (603) 882-1495

- (Facilities Committee)  
 - (Governance Committee)

Alphonse Haettenschwiller - (603) 882-1495

- (Finance Committee)  
 - (Chair, HCC Oversight Committee)

Dan Sallet - (603) 882-1495

- (Finance Committee)

## Darsi L. Russell, MA, LCMHC

### SUMMARY OF QUALIFICATIONS

Licensed Clinical Mental Health Counselor with MA, BA, and extensive professional experience providing therapeutic mental health services to clients presenting with a variety of complex issues. Provide counseling services to individuals, couples, families, children, adolescents, adults and older adults. Adept at working with a diverse clientele across a wide range of socio-economic, educational, familial, and cultural backgrounds. Proven ability to work with a variety of professional and non-professional service providers and to network with community resources to provide appropriate clinical and social services to clients in a professional and timely manner. Provide clinical supervision and clinical consultation to clinicians, interns and case managers. Demonstrate detail and efficiency with both oral and written communication skills and required paperwork. Committed, creative, caring and non-judgmental with excellent interpersonal skills and organizational skills with the capacity to lead, problem solve, assess and resolve crisis issues.

Clinical Expertise and Knowledge in areas such as:

Intake Interviews  
Clinical Assessment  
Treatment Plans  
Crisis Intervention  
Clinical Supervision

ADHD  
Anxiety  
PTSD  
Depression  
HIV/AIDS

Grief and Loss  
Military/Veterans  
Substance Abuse  
Gay, Lesbian, Bisexual,  
Transgendered,

### SELECTED ACCOMPLISHMENTS

**Clinical mental health counseling** with a diverse clientele presenting with a variety of clinical issues. Independent research to contextualize presenting issues such as HIV/AIDS and multicultural issues. Knowledgeable of DSM IV TR disorders including major affective, psychosis, ADHD, gender identity, adjustment, relational and personality.

**Interfacing/networking with other community agencies and providers** such as counselors, social workers, substance abuse counselors, psychiatrists, nurses, doctors, and case managers to establish on-going professional relationships and connections on behalf of the client.

**Demonstrate management experience** through the development, oversight, and coordination of all client service programs and the supervision, training, and oversight of all agency staff. Responsible for daily functions of agency, facilitation of staff meetings, liaison with partnership agencies, and establishing community relationships.



## PROFESSIONAL EXPERIENCE

Milford Regional counseling Services, Milford, NH <b>Clinical and Administrative Director</b> <b>Licensed Clinical Mental Health Counselor</b> Mental health counseling services to individuals, couples, and families. Clinical supervision, clinical consultation, chart review and oversight of service planning.	2014-Present 2007-2013 & 2000-2003
New Hampshire Catholic Charities <b>Licensed Clinical Mental Health Counselor</b> Mental health counseling services to individuals, couples, and families.	2004-2007
Southern NH Medical Center, Nashua, NH <b>Emergency Service Mental Health Clinician</b> Mental health evaluation and assessment to crisis clients.	2004
Southern NH HIV/AIDS Task Force, Nashua, NH <b>Director of Client Services</b> Clinical direction to all staff and service providers and case management services to clients.	2000-2004
Harbor Homes, Incorporated, Nashua NH <b>Assistant Program Manager/Resident Coordinator</b> Clinical support and interventions with chronic mentally ill and homeless clients.	1991-2000

## CREDENTIALS

Licensed Clinical Mental Health Counselor, March 2007  
State of New Hampshire  
NH Board of Mental Health Practice

## EDUCATION

Master of Arts in Clinical Mental Health Counseling, May 1997  
Rivier College, Nashua, NH.

Bachelor of Arts in Psychology, May 1984  
Keene State College, Keene, NH.

## SPECIAL CREDENTIALS

Notary Public, State of New Hampshire, 2003

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## Laurie B. Anderson, M.A., LCMHC

### OBJECTIVE

To guide people in their process of transcending challenges and living life meaningfully to their fullest ability.

### EXPERIENCE

Milford Regional Counseling Services, Inc.

November 2012 to Present

#### Fee-for-Service Clinician/Case Manager

Provide psychotherapy services for consumer, and case management services for veterans in the Supportive Services for Veteran Families grant program.

Carroll Center for the Blind, Newton, Massachusetts

July 16, 2012 to July 27, 2012

#### Residential Supervisor/Counselor

- Supervised and counseled 8 adolescents/young adult consumers while they resided on campus, and participated in one college course and various seminars at Wheelock College in Boston, Massachusetts.
- Evaluated use of adaptive skills, follow through on assignments, ability to reach out to peers and college staff support, social skills, psychological well being, and progression of understanding the demands of college demands

#### Counselor/Case Manager

2002 to 2011

- Counseled/case managed consumers daily, and co-facilitated group therapy weekly to support consumers' adjustment to vision condition and changes or, if adolescent or young adult, support consumer's transition to using adaptive skills, and assuming age-appropriate responsibilities.
- Monitored milieu with rehabilitation team to support group dynamics, cohesion, and social problem solving.
- Composed counseling reports detailing consumer progress, which included referrals and recommendations for other services to support rehabilitation and/or transition to home, e.g. substance abuse counseling, cognitive rehabilitation therapy, neuropsychological evaluation, psychiatric and psychological evaluations.

Jewish Vocational Services, Boston, Massachusetts

2001 to 2002

#### Employment Specialist

- Conducted job development and placement for consumers with a variety of disabilities, and counseled them through preparation for employment, job searching, interview skills, presentation, and disclosure of disability.
- Successfully supported consumers in maintaining their employment status through 90-day probationary period.

Vocational Adjustment Center, Brighton, Massachusetts

1999 to 2001

#### Employment Counselor

- Evaluated behavioral and functional soft/hard work skills for consumers with a wide range of disabilities.
- Generated monthly progress/billing reports for referring agency Massachusetts Rehabilitation Commission.
- Coordinated purchase orders for vocational evaluations.

### EDUCATION

Lesley University, Cambridge, Massachusetts. Master's Degree, Expressive Arts Therapy/Art Therapy Specialization 1998

Stony Brook University, Stony Brook, New York. Bachelor of Arts, Psychology, Studio Art Minor 1996

### ASSOCIATION

Member of Association for Education and Rehabilitation of the Blind and Visually Impaired

2006 to Present

Board Member-At-Large of Northeast Chapter of AER

2010 to Present

### SKILLS

Microsoft Office Word, Excel, Power Point; type 70wpm.

Finger-spelling and Braille

# MILFORD REGIONAL COUNSELING SERVICES

Ryan White

	Annual	FTE	Amount
Darsi Russell	70,720	0.35	24,752
Laurie Anderson	<u>62,400</u>	0.51	<u>31,824</u>
Total personal			56,576
Benefits		8%	<u>3,424</u>
Total Personal Costs			60,000



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

MAY 06 '15 PM 1:17 DAS

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



April 17, 2015

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

APPROVED F/C _____
DATE _____
APPROVED G&C # <u>29</u>
DATE <u>5/27/15</u>
NOT APPROVED _____

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to establish a list of mental health providers, with the ability to expand said list to include additional interest vendors to provide outpatient mental health and/or substance abuse counseling services for clients enrolled in New Hampshire Ryan White CARE Program. No maximum client or service volume is guaranteed. Accordingly, the price limitation among all Agreements is \$30,000 each State Fiscal Year for a total of \$60,000. The Agreements are effective date of Governor and Executive Council approval through June 30, 2016. 100% Other Funds

VENDOR	LOCATION
Milford Regional Counseling Services	Milford, NH

Funds are available in the following account for SFY 2015 and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts between State Fiscal Years if needed and justified without further approval of Governor and Executive Council.

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

SFY	Class	Title	Activity Code	Amount
2015	530-500371	Drug Rebates	90024609	\$30,000
2016	530-500371	Drug Rebates	90024609	\$30,000
			<b>Total:</b>	<b>\$60,000</b>

## EXPLANATION

This requested action is the third (3rd) of eight (8) 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. The Department anticipates that the remaining five (5) agreements will be presented at an upcoming Governor and Executive Council meeting.

The New Hampshire 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. Health Resources and Services Administration (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 Human Immunodeficiency Virus (HIV/AIDS). As a recipient of this federal funding, the New Hampshire Ryan White CARE Program is subject to the federal mandate to implement contractual agreements with service providers and to maintain nationally accepted fiscal, programmatic, and monitoring standards established by Health Resources and Services Administration (HRSA).

Should the Governor and Executive Council not approve this request, federal regulations and monitoring standards will not be met and eligible New Hampshire residents living with Human Immunodeficiency Virus (HIV) will not receive treatment for outpatient mental health and/or substance abuse 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. This program provides services to approximately 450 to 500 New Hampshire residents.

A Request for Applications was posted on the Department of Health and Human Services' web site on April 8, 2014 through May 2, 2014 to solicit outpatient mental health and/or substance abuse counseling services to New Hampshire Ryan White CARE program clients. In addition, an email was sent to eight (8) known substance abuse treatment centers on April 4, 2014, notifying them that a Request for Application was posted. Eight (8) 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.

The performance of this program will be measured by the number of New Hampshire Ryan White CARE Program clients that actually receive outpatient mental health and/or substance abuse counseling.

Area Served: Statewide

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

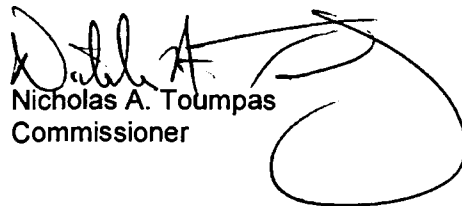
In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Jose Their Montero, MD, MHCDS  
Director

Approved by:

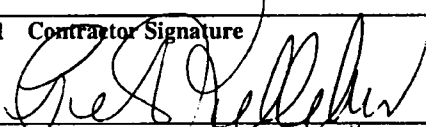
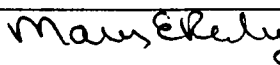

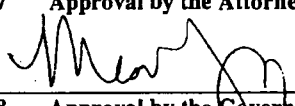


Nicholas A. Toumpas  
Commissioner

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> Milford Regional Counseling Services, Inc.		<b>1.4 Contractor Address</b> 15 Union Street Milford, NH 03055	
<b>1.5 Contractor Phone Number</b> 603-673-2508	<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> \$60,000
<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>5/15/15</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 1, 2018	
<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:  Megan A. Yocum - Attorney On: <u>5/1/15</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.

  
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## 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

  
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## 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.

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3/25/15



## 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.

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**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;

*[Handwritten Signature]*

*3/25/15*



- 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.

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*3/25/15*



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

*[Handwritten Signature]*  
3/25/15



- 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.

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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

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



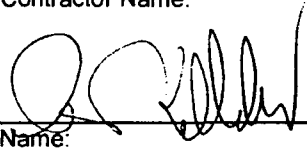
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 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.

3/25/15  
Date

Contractor Name:

  
Name:  
Title:

Contractor Initials MM  
Date 3/25/15



**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:

Name:  
Title:

3/25/15  
Date

3/25/15



**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 (11)(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**

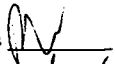
13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, 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:

3/25/15  
Date

  
Name:  
Title:

Contractor Initials

  
Date 3/25/15





**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

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

Contractor Initials

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:

3/25/15  
Date

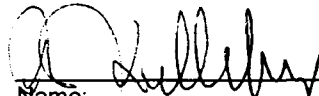
  
Name:  
Title:

Exhibit G

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

Contractor Initials





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.

3/25/15  
Date

Contractor Name:

Name:  
Title:

MW  
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.

Handwritten initials, possibly 'MN', written in black ink.

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.

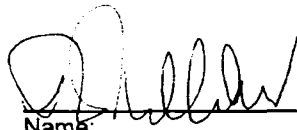
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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.

Contractor Name:

3/25/15  
Date

  
Name:  
Title:

Contractor Initials

Date

  
3/25/15



**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: 16-7384338
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

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

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

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



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the**

**NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract**

This first Amendment to the NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract, (hereinafter referred to as "Amendment #1") dated this 25th day of February, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Pastoral Counseling Services, U.C.C., Inc. (hereinafter referred to as "the Contractor") a nonprofit corporation with a place of business located at 2013 Elm Street, Manchester, NH 03104.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015, Item #26, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS the parties agree to increase the contract price limitation and extend the contract completion date to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2018
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$90,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
(603) 271-9558

New Hampshire Department of Health and Human Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

4/29/16  
Date

State of New Hampshire  
Department of Health and Human Services  
Marcella J. Bobinsky  
Name: Marcella J. Bobinsky  
Title: Acting Director

3-30-16  
Date

The Pastoral Counseling Services, U.C.C., Inc.  
David B. Reynolds  
Name: David B. Reynolds  
Title: Executive Director

Acknowledgement:

State of NH, County of Hillsborough on March 30, 2016 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Rossana S. Goding  
Name and Title of Notary or Justice of the Peace





**New Hampshire Department of Health and Human Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/12/14

Name: Megan A. Yogan  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

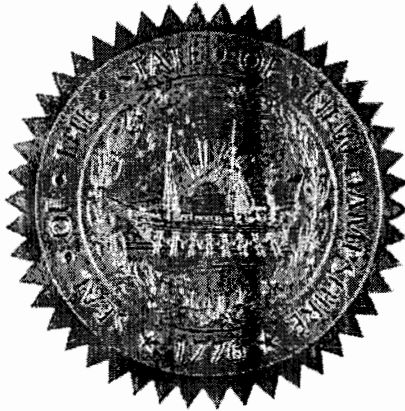
Date \_\_\_\_\_

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

# 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

NEW HAMPSHIRE

## Corporation Division

[Search](#)  
[By Business Name](#)  
[By Business ID](#)  
[By Registered Agent](#)  
[Annual Report](#)  
[File Online](#)  
[Guidelines](#)  
[Name Availability](#)  
[Name Appeal Process](#)

Date: 4/22/2016

## Filed Documents

(Annual Report History, View Images, etc.)

## Business Name History

Name	Name Type
THE PASTORAL COUNSELING SERVICES, U.C.C., INC.	Legal

## Non-Profit Corporation - Domestic - Information

<b>Business ID:</b>	60747
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	11/19/1982
<b>State of Business.:</b>	NH
<b>Principal Office Address:</b>	2013 ELM ST MANCHESTER NH 03104
<b>Principal Mailing Address:</b>	No Address
<b>Expiration Date:</b>	Perpetual
<b>Last Annual Report Filed Date:</b>	12/14/2015 3:44:14 PM
<b>Last Annual Report Filed:</b>	2015

## Registered Agent

<b>Agent Name:</b>	
<b>Office Address:</b>	No Address
<b>Mailing Address:</b>	No Address

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Pastoral Counseling Services, UCC, Inc.  
(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 09-15-2014:  
(Date)

**RESOLVED:** That the Executive Director  
(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 30 day of March, 2014.  
(Date Contract Signed)

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

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 30<sup>th</sup> day of March 2014

By [Signature]  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/16/2016

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 (A/C, No., Ext): (877) 463-2723 FAX (A/C, No.): 866-828-2424 E-MAIL ADDRESS: Certificate@hanover.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> PASTORAL COUNSELING SERVICES, UCC, INC. 2013 ELM STREET MANCHESTER, NH 03104	<b>INSURER A:</b> Massachusetts Bay Ins Co <b>NAIC #:</b> 22306
	<b>INSURER B:</b> Citizens Ins Co of America <b>NAIC #:</b> 31534
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ODV 2657166 08	02/26/2016	02/26/2017	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ODV 2657166 08	02/26/2016	02/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WBV 2673436 08	02/26/2016	02/26/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more 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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PCS Serves NH and Northern MA

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603-627-2702



### ABOUT US

[Welcome Letter](#)

[Our Mission and Values](#)

[Meet Our Staff](#)

[Board of Directors](#)



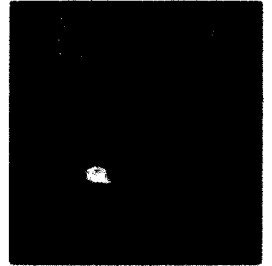
## OUR MISSIONS AND HISTORY

The **vision** of PCS is to cultivate a community where all people can achieve peace, healing and wholeness.

To ensure this vision, our **mission** is to be a center of excellence and diversity which integrates psychological theory and spiritual sensitivity through psychotherapy, consultation, and education. We partner with social service, educational, faith, and business communities to further this mission.

## OUR CORE VALUES

- We believe that healing involves an integration of the mind, body and spirit.
- We believe that, for many people, the meaning of their life is affirmed by their faith and support that faith within the healing process.
- We welcome diversity and treat everyone with hospitality, respect, compassion, and dignity.
- We support staff members who work together in community.
- We believe that to be open and inclusive, we must pursue partnerships within the community.
- We strive for fiscal responsibility and excellence in business practices.



### Services



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**PASTORAL COUNSELING SERVICES, INC.**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**

## TABLE OF CONTENTS

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HESSION & PARE, PC

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101  
603-669-3477 FAX 603-669-0197

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Pastoral Counseling Services, Inc.  
Manchester, New Hampshire

We have audited the accompanying financial statements of Pastoral Counseling Services, Inc. (the "Organization") (a nonprofit organization), which comprise the statement of financial position as of December 31, 2014 and 2013, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

To the Board of Directors  
Pastoral Counseling Services, Inc.

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 Pastoral Counseling Services, Inc. as of December 31, 2014 and 2013 and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited the Organization's 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 15, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2013, is consistent, in all material respects, with the audited financial statements from which it has been derived.

HESSION ( PARR, P.C.

Manchester, New Hampshire  
July 1, 2015

PASTORAL COUNSELING SERVICES, INC.

STATEMENTS OF FINANCIAL POSITION

As of December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<b>ASSETS</b>		
Assets		
Cash	\$ 57,197	\$ 84,764
Accounts receivable, net of allowance for doubtful accounts of \$13,202 and \$14,895 in 2014 and 2013, respectively	40,118	37,532
Prepaid expenses	809	913
Property and equipment - net	<u>9,032</u>	<u>2,823</u>
Total assets	<u>\$ 107,156</u>	<u>\$ 126,032</u>
<b>LIABILITIES AND NET ASSETS</b>		
Liabilities		
Accounts payable and accrued expenses	\$ 35,194	\$ 23,411
Deferred revenue	441	5,934
Notes payable	<u>52,954</u>	<u>62,062</u>
Total liabilities	<u>88,589</u>	<u>91,407</u>
Net assets		
Unrestricted	9,250	30,572
Temporarily restricted	<u>9,317</u>	<u>4,053</u>
Total net assets	<u>18,567</u>	<u>34,625</u>
Total liabilities and net assets	<u>\$ 107,156</u>	<u>\$ 126,032</u>

See notes to financial statements.

PASTORAL COUNSELING SERVICES, INC.

STATEMENTS OF ACTIVITIES

For the Years Ended December 31, 2014 and 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014</u>	<u>2013</u>
Revenue				
Counseling revenue	\$ 691,776	\$ -	\$ 691,776	\$ 679,866
Grant income	-	9,500	9,500	9,500
Contributions	8,602	-	8,602	14,767
Community education	28,258	-	28,258	16,052
Special events	32,140	-	32,140	34,278
Miscellaneous income	65	-	65	1,870
Net assets released from restriction	4,236	(4,236)	-	-
Total revenue	<u>765,077</u>	<u>5,264</u>	<u>770,341</u>	<u>756,333</u>
Expenses				
Program services	<u>786,399</u>	<u>-</u>	<u>786,399</u>	<u>756,468</u>
(Decrease) increase in net assets from operations	(21,322)	5,264	(16,058)	(135)
Net assets, beginning of year	<u>30,572</u>	<u>4,053</u>	<u>34,625</u>	<u>34,760</u>
Net assets, end of year	<u>\$ 9,250</u>	<u>\$ 9,317</u>	<u>\$ 18,567</u>	<u>\$ 34,625</u>

See notes to financial statements.

PASTORAL COUNSELING SERVICES, INC.

STATEMENTS OF FUNCTIONAL EXPENSES

For the Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Salaries	\$ 592,597	\$ 597,988
Payroll taxes	25,714	29,255
	<hr/>	<hr/>
Total salaries and related expenses	618,311	627,243
Contract services	56,189	23,040
Rent	15,520	15,129
Event expense	13,150	12,997
Insurance	9,993	11,286
Equipment rental and maintenance	9,403	15,759
Travel and conferences	8,435	2,233
Telephone	8,370	9,559
Miscellaneous expense	7,435	8,262
Membership dues	7,171	4,677
Utilities	7,137	5,707
Supplies	4,804	4,102
Interest	4,765	4,754
Advertising	4,065	2,344
Janitorial	3,600	3,700
Printing and postage	3,085	2,578
Community education	1,983	-
Depreciation	1,297	1,112
Software	869	1,278
Internet	817	708
	<hr/>	<hr/>
Total expenses	<u>\$ 786,399</u>	<u>\$ 756,468</u>

See notes to financial statements.

PASTORAL COUNSELING SERVICES, INC.

STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities		
Change in net assets	\$ (16,058)	\$ (135)
Adjustments to reconcile change in net assets to cash (used in) provided by operating activities		
Depreciation	1,297	1,112
(Increase) in accounts receivable	(2,586)	(7,318)
Decrease in pledges receivable	-	100
Decrease in prepaid expenses	104	2,619
Increase in accounts payable and accrued expenses	11,783	22,803
(Decrease) in deferred revenue	(5,493)	(720)
Net cash (used in) provided by operating activities	<u>(10,953)</u>	<u>18,461</u>
Cash flows from investing activities		
Purchase of property	<u>(7,506)</u>	<u>-</u>
Cash flows from financing activities		
Payments on note payable	<u>(9,108)</u>	<u>(16,707)</u>
Net (decrease) increase in cash and cash equivalents	(27,567)	1,754
Cash, beginning of year	<u>84,764</u>	<u>83,010</u>
Cash, end of year	<u>\$ 57,197</u>	<u>\$ 84,764</u>
Supplemental cash flows information		
Interest paid in cash	<u>\$ 4,765</u>	<u>\$ 4,754</u>
Noncash investing activity		
Receipt of donated goods and services	<u>\$ -</u>	<u>\$ 4,000</u>

See notes to financial statements.

PASTORAL COUNSELING SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS

**Note 1. NATURE OF ACTIVITIES**

Pastoral Counseling Services, Inc. (the "Organization") is an independent, non-profit, non-denominational counseling and consulting center formed in 1979. The Organization's mission is to address the mental and emotional needs of the local community with compassion, acceptance and understanding. It strives to be a center of excellence and diversity by integrating psychological theory and spiritual sensitivity. They provide psychotherapy, consultation and education to all people irrespective of race, color, creed, age, gender, sexual orientation or socio-economic status in an atmosphere of trust that encourages self-worth, recognizing the right of all persons to live with dignity and respect. The Organization's major source of income is counseling revenue.

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Significant accounting policies**

The Organization prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for not-for-profit entities. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the financial statements.

**Net assets**

The categories, unrestricted, temporarily restricted and permanently restricted net assets are defined as follows:

Unrestricted – Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted – Net assets whose use is limited by law or donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted – Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes. There were no permanently restricted net assets at December 31, 2014 and 2013.

PASTORAL COUNSELING SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Use of estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Accounts receivable**

The Organization's accounts receivable are primarily due from patients and their insurance companies. They are recorded at estimated net realizable value. Credit is extended to patients and collateral is not required. Management reviews the receivables monthly and provides an allowance for uncollectible accounts at a level which in Management's judgment, is adequate to absorb potential losses inherent from uncollectible receivables.

**Deferred revenue**

Deferred revenue consists of Pastoral Leadership Development fees received in advance for ongoing programs.

**Comparative totals**

The financial statements include certain prior-year summarized comparative information in total. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended December 31, 2014, from which the summarized information was derived.



PASTORAL COUNSELING SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)**

**Donated material and services**

Donated services are recognized as contributions in accordance with **the** Revenue Recognition Topic of the ASC if the services (a) create or enhance **nonfinancial** assets or (b) require specialized skills, are provided by people with **those** skills, and would otherwise be purchased by **the** Organization.

For the years ended December 31, 2014 and 2013, materials and **services** were donated in the amount of \$0 and \$4,000, respectively.

**Advertising**

Advertising costs are expensed as incurred.

**Income taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code as a charitable organization, whereby **only** unrelated business income, as defined by Section 509(a)(1) of the Code, is **subject** to federal income tax. At December 31, 2014, **the** Organization had no **unrelated** business income. Accordingly, no provision for income taxes has been **recorded**. The income tax filings for the tax years before 2011 are no longer subject to examination by federal and state taxing authorities.

**Fair value of financial instruments**

Cash, trade and other accounts receivable, accounts payable, **accrued** expenses and other liabilities are carried in **the** financial statements as **amounts** which approximate fair value due to the inherently short-term nature of the **transactions**. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could **be** realized upon immediate liquidation.

PASTORAL COUNSELING SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS

**Note 3. PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following at December 31:

	<u>2014</u>	<u>2013</u>
Leasehold improvements	\$ 14,518	\$ 14,518
Furniture and equipment	<u>51,658</u>	<u>44,152</u>
	66,176	58,670
Less accumulated depreciation	<u>57,144</u>	<u>55,847</u>
Property and equipment - net	<u>\$ 9,032</u>	<u>\$ 2,823</u>

**Note 4. NOTE PAYABLE**

The Organization's long-term debt consisted of the following at December 31:

	<u>2014</u>	<u>2013</u>
Note payable to TD Bank dated June 1, 2012, in the original amount of \$74,950. Monthly installments of \$1,154 representing principal and interest at 7.5% per annum are required through June 2019. The loan is secured by all business assets.	\$ 52,954	\$ 62,062
Less current maturities	<u>10,194</u>	<u>9,450</u>
Long-term debt	<u>\$ 42,760</u>	<u>\$ 52,612</u>

PASTORAL COUNSELING SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS

**Note 4. NOTE PAYABLE (concluded)**

The following is a summary of maturities due on long-term debt as of December 31, 2014:

<u>Year ending December 31,</u>	<u>Amount</u>
2015	\$ 10,194
2016	10,988
2017	11,862
2018	12,796
2019	<u>7,114</u>
Total	<u>\$ 52,954</u>

**Note 5. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets were available for the following purpose at December 31:

	<u>2014</u>	<u>2013</u>
Training	<u>\$ 9,317</u>	<u>\$ 4,053</u>

**Note 6. LEASE COMMITMENTS**

The Organization leases office facilities under an operating lease that expires in February 2016. For the years ended December 31, 2014 and 2013 rent expense was \$15,520 and 15,129, respectively.

The Organization leases office equipment under an operating lease that expires May 2018. For the years ended December 31, 2014 and 2013, lease expense was \$3,670 and \$2,551, respectively.



# 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

# CALVIN R. GENZEL

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## EMPLOYMENT

---

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

---

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

---

Fellow, American Association of Pastoral Counselors

## REFERENCES

---

Available upon request

**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

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

TV 21



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  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

Marcella J. Bobinsky  
Acting Director

June 25, 2015

APPROVED F/C _____
DATE _____
APPROVED G&C # <u>26</u>
DATE <u>8/5/15</u>
NOT APPROVED _____

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.

VENDOR	LOCATION
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

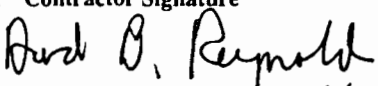
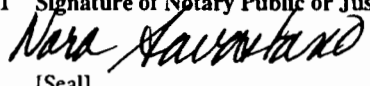
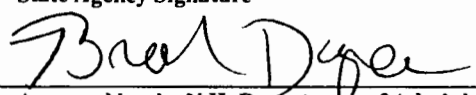
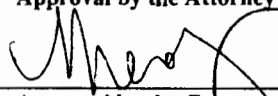
Subject: New Hampshire Ryan White CARE Program

**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> 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>4/15/15</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>NORA SAVASTANO, Notary Public</b> My Commission Expires March 16, 2016	
<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:  <u>Mary Ayoub-Attamp</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: BAR  
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 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.





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**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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

BAR

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

---

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: Executive Director  
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: 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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the**

**NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract**

This first Amendment to the NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract, (hereinafter referred to as "Amendment #1") dated this 25th day of February, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Community Council of Nashua, NH dba Greater Nashua Mental Health Center at Community Council (hereinafter referred to as "the Contractor") a nonprofit corporation with a place of business located at 100 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015, Item #26, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS the parties agree to increase the contract price limitation and extend the contract completion date to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2018
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$90,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
(603) 271-9558



New Hampshire Department of Health and Human Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

5/9/16  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Name: Marcott J. Sabersky  
Title: Acting Director

4/27/16  
Date

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

[Signature]  
Name: Clayton D. Amott  
Title: CEO

Acknowledgement:

State of NH, County of Hillsborough on April 27, 2016 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]

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

Comm Exp: 4/18/17

**New Hampshire Department of Health and Human Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

**OFFICE OF THE ATTORNEY GENERAL**

5/12/16  
Date

[Signature]  
Name: Megan A. [Signature]  
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

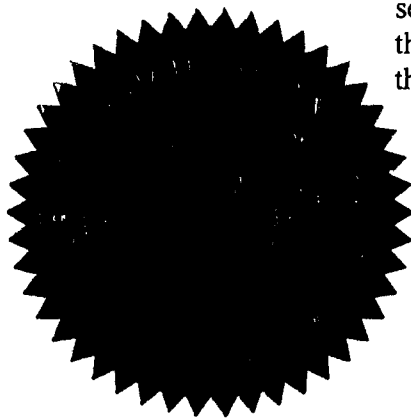
\_\_\_\_\_  
Name:  
Title:

# 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 27<sup>th</sup> day of April A.D. 2016



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

William M. Gardner  
Secretary of State

NEW HAMPSHIRE

## Corporation Division

[Search](#)  
[By Business Name](#)  
[By Business ID](#)  
[By Registered Agent](#)  
[Annual Report](#)  
[File Online](#)  
[Guidelines](#)  
[Name Availability](#)  
[Name Appeal Process](#)

**Date:** 5/2/2016  
**Filed Documents**  
 (Annual Report History, View Images, etc.)

### Business Name History

Name	Name Type
Greater Nashua Mental Health Center at Community Council	Legal

### Trade Name - Domestic - Information

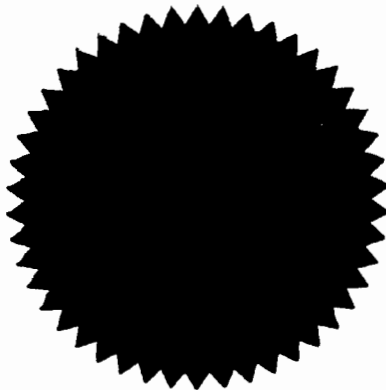
<b>Business ID:</b>	604020
<b>Status:</b>	Active
<b>Entity Creation Date:</b>	10/21/2008
<b>Principal Office Address:</b>	7 Prospect St Nashua NH 03060
<b>Principal Mailing Address:</b>	No Address
<b>[Name Not Available]</b>	[Address Not Available]

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**

**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". The signature is written in a cursive style.

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Jone D. LaBombard, do hereby certify that:  
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Community Council of Nashua, NH dba. Greater Nashua  
(Agency Name)  
Mental Health Center at Community Council

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 4/27/2016 :  
(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 27<sup>th</sup> day of April, 2016.  
(Date Contract Signed)

4. Craig Ameth is the duly elected President/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jone D LaBombard  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2016.

By Jone D LaBombard  
(Name of Elected Officer of the Agency)

Patricia S. Peirce  
(Notary Public/ ~~Notary Public~~)

(NOTARY SEAL)

Commission Expires: 8/8/2017





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/25/2016

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beaugard	
	PHONE (A/C, No, Ext): 603-689-7229	FAX (A/C, No): 603-886-4230
	E-MAIL ADDRESS: cbeaugard@eatonberube.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED COMCO3 Community Council of Nashua NH Inc. dba Greater Nashua Mental Health Center at Community Council 100 West Pearl Street Nashua NH 03060	INSURER A: Scottsdale Insurance Co	
	INSURER B: Acadia Insurance Company	
	INSURER C: Commerce & Industry Insurance Co 19410	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1660258431 REVISION NUMBER:

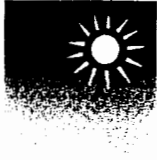
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			OPS0066510	11/12/2015	11/12/2016	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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA000406532	11/12/2015	11/12/2016	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000 OCCUR CLAIMS-MADE			UMS0027866	11/12/2015	11/12/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	001994785	1/15/2016	1/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS0066510	11/12/2015	11/12/2016	\$5,000,000 \$5,000,000 Each Claim 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.

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>W. Berube</i>
--	---

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# Greater Nashua Mental Health Center

*at Community Council*

---

## 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.

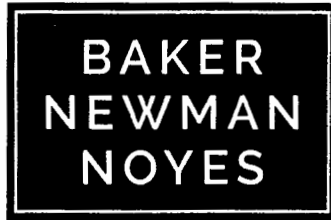
Established in 1920 as Community Council of Nashua, NH, Greater Nashua Mental Health Center provides comprehensive mental health services utilizing the best evidenced-based practices. As an agency, we are committed to working with our service partners to develop innovative programs to meet emerging community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

*Year Ended June 30, 2015*

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

*With Independent Auditors' Report*

Baker Newman & Noyes, LLC

MAINE | MASSACHUSETTS | NEW HAMPSHIRE

800.244.7444 | [www.bnn CPA.com](http://www.bnn CPA.com)

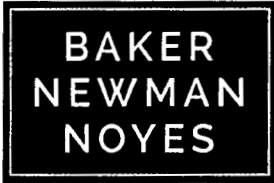
**COMMUNITY COUNCIL OF NASHUA, NH**

Audited Financial Statements

Year Ended June 30, 2015  
(With Certain Financial Information Presented  
for the Year Ended June 30, 2014)

CONTENTS

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Statements of Activities and Changes in Net Assets	4
Statements of Cash Flows	6
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Notes to Financial Statements	11



## 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, 2015, 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. 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.

To the Board of Directors  
Community Council of Nashua, NH

***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, 2015, 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.

**Report on Summarized Comparative Information**

We have previously audited Community Council of Nashua, NH's 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 3, 2014. In our opinion, the summarized comparative information presented herein for the year ended June 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Manchester, New Hampshire  
November 9, 2015

*Baker Neuman & Boyes*

Limited Liability Company

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF FINANCIAL POSITION

June 30, 2015 and 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 513,212	\$ 152,211
Accounts receivable, less allowance for uncollectible accounts of \$1,544,757 in 2015 and \$939,016 in 2014	1,531,829	2,085,684
Investments	1,834,611	2,034,894
Prepaid expenses	44,343	135,497
Property and equipment, net	3,077,880	3,174,656
Debt issuance costs, net of accumulated amortization of \$13,385 in 2015 and \$11,649 in 2014	<u>4,572</u>	<u>6,308</u>
Total assets	<u>\$7,006,447</u>	<u>\$7,589,250</u>

LIABILITIES AND NET ASSETS

Liabilities:		
Line of credit	\$ 700,000	\$ 750,000
Accounts payable and accrued expenses	151,777	123,753
Accrued payroll	193,917	198,590
Accrued vacation	327,897	479,101
Deferred revenue	-	5,000
Medicaid payable	-	22,617
Notes payable	1,821,992	1,901,721
Capital lease obligations	60,244	20,035
Contingency reserve	463,745	613,745
Interest rate swap contract	<u>-</u>	<u>9,420</u>
Total liabilities	3,719,572	4,123,982
Net assets:		
Unrestricted	3,124,672	3,314,202
Temporarily restricted	63,610	52,473
Permanently restricted	<u>98,593</u>	<u>98,593</u>
Total net assets	<u>3,286,875</u>	<u>3,465,268</u>
Total liabilities and net assets	<u>\$7,006,447</u>	<u>\$7,589,250</u>

See accompanying notes.

**COMMUNITY COUNCIL OF NASHUA, NH**

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

Year Ended June 30, 2015

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

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015</u>	<u>2014</u>
Revenues, gains and other support:					
Program service fees	\$11,130,667	\$ -	\$ -	\$11,130,667	\$11,117,843
Bad debt expense	<u>(579,196)</u>	<u>-</u>	<u>-</u>	<u>(579,196)</u>	<u>(1,415,329)</u>
Revenues, less bad debt expense	10,551,471	-	-	10,551,471	9,702,514
State of New Hampshire - BBH	875,507	-	-	875,507	853,919
Federal grants	385,135	-	-	385,135	831,433
Rental income	60,893	-	-	60,893	71,752
Support, local governments	68,229	-	-	68,229	63,582
Contributions	793	10,000	-	10,793	28,939
United Way	10,207	-	-	10,207	2,015
Other	50,032	-	-	50,032	112,241
Net assets released from restriction (note 9)	<u>222</u>	<u>(222)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues, gains and other support	<u>12,002,489</u>	<u>9,778</u>	<u>-</u>	<u>12,012,267</u>	<u>11,666,395</u>
Expenses:					
BBH funded program services:					
Children's services	1,959,683	-	-	1,959,683	2,007,768
Elderly services	545,495	-	-	545,495	547,366
Intake/placement services	56,806	-	-	56,806	31,798
Crisis response	202,638	-	-	202,638	158,895
Vocational services	213,587	-	-	213,587	236,100
Nonspecialized outpatient	1,109,595	-	-	1,109,595	1,173,547
Multi-service team	3,447,545	-	-	3,447,545	3,479,205
ACT Team	910,285	-	-	910,285	608,838
Independent housing	1,173,832	-	-	1,173,832	1,218,168
Substance abuse	640,368	-	-	640,368	633,550
Other non-BBH funded program services:					
Child impact	31,700	-	-	31,700	33,012
Court division	73,524	-	-	73,524	99,785
SAMHSA	50,671	-	-	50,671	299,540
RAISE	320	-	-	320	22,742
Supervised visitation	111,023	-	-	111,023	110,328
Research	<u>405,147</u>	<u>-</u>	<u>-</u>	<u>405,147</u>	<u>413,000</u>
Total program services	10,932,219	-	-	10,932,219	11,073,642
Administrative expenses	1,314,098	-	-	1,314,098	1,141,904
Change in fair value of interest rate swap contract	<u>(9,420)</u>	<u>-</u>	<u>-</u>	<u>(9,420)</u>	<u>(20,881)</u>
Total expenses	<u>12,236,897</u>	<u>-</u>	<u>-</u>	<u>12,236,897</u>	<u>12,194,665</u>
(Loss) income from operations	(234,408)	9,778	-	(224,630)	(528,270)

Continued next page.



**COMMUNITY COUNCIL OF NASHUA, NH**  
**STATEMENT OF ACTIVITIES**  
**AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2015  
(With Certain Financial Information Presented for the Year Ended June 30, 2014)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015</u>	<u>2014</u>
(Loss) income from operations	\$ (234,408)	\$ 9,778	\$ -	\$ (224,630)	\$ (528,270)
Other income:					
Investment income	56,056	1,908	-	57,964	64,586
Realized and unrealized (losses) gains on investments	<u>(11,178)</u>	<u>(549)</u>	<u>-</u>	<u>(11,727)</u>	<u>195,332</u>
Total other income	<u>44,878</u>	<u>1,359</u>	<u>-</u>	<u>46,237</u>	<u>259,918</u>
(Deficiency) excess of revenues, gains and other support and other income over expenses	(189,530)	11,137	-	(178,393)	(268,352)
Net assets, beginning 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>
Net assets, end of year	<u>\$ 3,124,672</u>	<u>\$63,610</u>	<u>\$98,593</u>	<u>\$ 3,286,875</u>	<u>\$ 3,465,268</u>

See accompanying notes.

**COMMUNITY COUNCIL OF NASHUA, NH**

**STATEMENTS OF CASH FLOWS**

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities:		
Decrease in net assets	\$ (178,393)	\$ (268,352)
Adjustments to reconcile decrease in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	213,251	203,872
Net realized and unrealized losses (gains) on investments	11,727	(195,332)
Bad debt expense	579,196	1,415,329
Change in fair value of interest rate swap contract	(9,420)	(20,881)
Changes in operating assets and liabilities:		
Accounts receivable, net	(25,341)	(2,147,911)
Prepaid expenses	91,154	(3,457)
Accounts payable and accrued expenses	28,024	26,306
Accrued payroll and vacation	(155,877)	64,156
Medicaid payable	(22,617)	(27,141)
Deferred revenue	(5,000)	(33,654)
Contingency reserve	<u>(150,000)</u>	<u>(116,704)</u>
Net cash provided (used) by operating activities	376,704	(1,103,769)
Cash flows from investing activities:		
Purchases of investments	(504,735)	(989,682)
Proceeds from sale of investments	693,291	1,263,113
Purchase of fixed assets	<u>(50,951)</u>	<u>(137,895)</u>
Net cash provided by investing activities	137,605	135,536
Cash flows from financing activities:		
Proceeds from long-term debt and line of credit	200,000	1,270,000
Principal payments on long-term debt and line of credit	(329,729)	(607,677)
Payments on capital lease obligations	<u>(23,579)</u>	<u>(44,069)</u>
Net cash (used) provided by financing activities	<u>(153,308)</u>	<u>618,254</u>
Net increase (decrease) in cash and cash equivalents	361,001	(349,979)
Cash and cash equivalents, beginning of year	<u>152,211</u>	<u>502,190</u>
Cash and cash equivalents, end of year	\$ <u>513,212</u>	\$ <u>152,211</u>
Supplemental disclosure of cash flow information:		
Cash paid for:		
Interest	\$ <u>122,030</u>	\$ <u>122,240</u>
Supplemental disclosure of noncash activities:		
Assets acquired under capital lease	\$ <u>63,788</u>	\$ <u>—</u>
Refinancing of debt in 2015	\$ <u>1,074,406</u>	\$ <u>—</u>

See accompanying notes.

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

Year Ended June 30, 2015

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Assessment	Brief/DRF	Vocational Services	Non-specialized Outpatient
<b>Program service fees</b>										
Client fees, net	\$ 691,436	\$ -	\$ 691,436	\$ (8,424)	\$ 63,922	\$ 582	\$ 7,074	\$ (1,481)	\$ 13,473	\$ 47,400
BC/BS, net	263,931	-	263,931	53,018	10,000	786	2,843	1,251	-	75,878
Medicaid, net	2,464,011	-	2,464,011	260,421	369,616	77	3,891	1,594	29,873	27,363
Managed care, net	6,222,157	-	6,222,157	2,729,074	222,844	571	10,354	1,991	41,459	209,409
Medicare, net	554,661	-	554,661	924	66,592	(520)	5,022	144	-	222,944
Other insurance, net	279,440	-	279,440	39,966	10,693	330	4,532	2,508	-	59,696
Other program fees, net	75,835	-	75,835	-	-	-	-	-	-	-
<b>Total program service fees, net</b>	<b>10,551,471</b>	<b>-</b>	<b>10,551,471</b>	<b>3,074,979</b>	<b>743,667</b>	<b>1,826</b>	<b>33,716</b>	<b>6,007</b>	<b>84,805</b>	<b>642,690</b>
State of New Hampshire - BBH	875,507	-	875,507	-	-	-	61,910	-	-	5,000
Federal grants	385,135	-	385,135	-	-	-	-	-	-	-
Rental income	60,893	-	60,893	-	-	-	-	-	-	-
Support, local governments	68,229	-	68,229	-	-	-	-	-	-	68,229
Contributions	10,793	-	10,793	100	50	-	-	-	-	10,643
United Way	10,207	-	10,207	-	-	-	-	-	-	207
Other revenue (including nonoperating and restricted)	96,269	-	96,269	6,000	-	-	-	-	11,001	71,348
<b>Total revenue</b>	<b>12,058,504</b>	<b>-</b>	<b>12,058,504</b>	<b>3,081,079</b>	<b>743,717</b>	<b>1,826</b>	<b>95,626</b>	<b>6,007</b>	<b>95,806</b>	<b>798,117</b>

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Assessment	Brief/DRF	Vocational Services	Non-specialized Outpatient
Expenses:										
Salaries and wages	\$ 6,976,539	\$ 393,988	\$ 6,582,551	\$ 1,219,921	\$ 357,008	\$ 3,295	\$ 164,694	\$ -	\$ 121,832	\$ 544,074
Employee benefits	1,022,456	173,954	848,502	205,100	45,709	18,722	14,074	-	28,045	57,279
Payroll taxes	509,566	28,334	481,232	92,788	25,862	222	7,947	-	9,033	37,917
Substitute staff	9,567	8,752	815	815	-	-	-	-	-	-
Accounting	50,094	49,544	550	-	-	-	-	-	-	550
Audit fees	67,278	21,216	46,062	10,574	2,261	820	330	-	1,078	3,630
Legal fees	39,457	31,115	8,342	359	76	28	11	-	36	122
Other prof. fees/consultations	1,482,943	356,893	1,126,050	224,279	53,305	18,647	7,633	-	24,672	87,144
Journals and publications	467	167	300	58	13	5	2	-	45	21
Conferences and conventions	14,759	1,116	13,643	2,650	260	4	2	-	5	58
Other staff development	2,677	2,063	614	56	12	4	2	-	6	19
Rent	(99)	(382)	283	(405)	(97)	(35)	(14)	-	(46)	(155)
Mortgage (interest)	82,191	-	82,191	-	-	-	-	-	-	82,191
Heating costs	35,948	5,841	30,107	6,193	1,477	536	216	-	705	2,373
Other utilities	97,229	15,800	81,429	16,753	3,996	1,449	583	-	1,906	6,417
Maintenance and repairs	147,951	28,846	119,105	23,950	5,713	2,071	834	-	2,724	9,174
Other occupancy costs	58,609	5,984	52,625	1,165	249	90	36	-	119	399
Office	77,810	22,157	55,653	8,115	1,895	664	267	-	4,349	3,029
Building/household	16,857	348	16,509	3,397	810	294	118	-	386	1,301
Food	12,566	4,600	7,966	3,339	208	75	30	-	99	317
Advertising	3,697	3,697	-	-	-	-	-	-	-	-
Printing	26,596	5,055	21,541	3,719	1,012	233	94	-	606	2,176
Telephone/communication	141,307	15,838	125,469	21,802	6,567	1,438	2,325	-	2,972	6,371
Postage/shipping	11,661	4,140	7,521	1,481	342	124	50	-	185	549
Board Members	46	-	46	-	-	-	-	-	-	-
Staff	162,204	3,876	158,328	17,498	16,291	310	259	-	4,420	1,375
Clients	1,400	1,400	-	-	-	-	-	-	-	-
Client services	357,084	-	357,084	3,783	20	-	-	-	137	-
Malpractice and bonding	277,789	45,141	232,648	47,862	11,417	4,139	1,667	-	5,445	18,334
Vehicles	4,534	737	3,797	781	186	68	27	-	89	299
Comprehensive property and liability	67,544	10,976	56,568	11,638	2,776	1,006	405	-	1,324	4,458
Interest expense (other than mortgage)	39,839	-	39,839	-	-	-	-	-	-	39,839
Depreciation, equipment	108,538	27,204	81,334	-	-	-	-	-	-	81,334
Depreciation, building	102,977	-	102,977	-	-	-	-	-	-	102,977
Equipment rental	60,298	5,671	54,627	4,459	1,064	386	155	-	507	1,708
Equipment maintenance	12,620	2,051	10,569	2,173	519	188	76	-	247	833
Membership dues	35,480	17,202	18,278	3,354	1,290	118	48	-	155	5,045
Other expenditures	127,838	20,774	107,064	22,026	5,254	1,905	787	-	2,508	8,437
Total program expenses	12,246,317	1,314,098	10,932,219	1,959,683	545,495	56,806	202,638	-	213,587	1,109,595
Administrative allocation	-	(1,314,098)	1,314,098	237,756	63,009	655	19,911	-	23,317	179,332
Change in fair value of interest rate swap contract	(9,420)	-	(9,420)	-	-	-	-	-	-	(9,420)
Total expenses	12,236,897	-	12,236,897	2,197,439	608,504	57,461	222,549	-	236,904	1,279,507
(Deficit) surplus	\$ (178,393)	\$ -	\$ (178,393)	\$ 883,640	\$ 135,213	\$ (55,635)	\$ (126,923)	\$ 6,007	\$ (141,098)	\$ (481,390)

COMMUNITY COUNCIL OF NASHUA, NH  
STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES (CONTINUED)

Year Ended June 30, 2015

	Multi- Service Team	ACT Team	Independent Housing	Substance Abuse	Supervised Visitation	Child Impact	REAP	Court Division	SAMHSA	Research	RAISE
Program service fees	\$ 257,710	\$ 142,273	\$ 79,156	\$ 51,314	\$ 3,652	\$ 35,145	\$ -	\$ -	\$ -	\$ (360)	\$ -
Client fees, net	19,734	18,355	-	61,945	-	-	-	-	-	20,121	-
BC/BS, net	877,688	426,735	457,442	9,311	-	-	-	-	-	-	-
Medicaid, net	1,986,546	389,181	507,035	123,328	106	259	-	-	-	-	-
Managed care, net	217,699	17,409	-	24,447	-	-	-	-	-	-	-
Medicare, net	22,418	7,027	-	118,311	-	-	-	-	-	13,959	-
Other insurance, net	-	-	-	-	-	-	-	-	-	75,835	-
Other program fees, net	-	-	-	-	-	-	-	-	-	-	-
Total program service fees, net	3,381,795	1,000,980	1,043,633	388,656	3,758	35,404	-	-	-	109,555	-
State of New Hampshire - BBH	326,500	307,309	174,788	-	-	-	-	-	-	-	-
Federal grants	40,300	-	55,276	-	60,791	-	-	50,000	-	175,440	3,328
Rental income	-	-	60,893	-	-	-	-	-	-	-	-
Support, local governments	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-
United Way	-	-	10,000	-	-	-	-	-	-	-	-
Other revenue (including nonoperating and restricted)	-	-	-	-	-	-	7,920	-	-	-	-
Total revenue	3,748,595	1,308,289	1,344,590	388,656	64,549	35,404	7,920	50,000	-	284,995	3,328

Multi-Service Team	ACT Team	Independent Housing	Substance Abuse	Supervised Visitation	Child Impact	REAP	Court Division	SAMHSA	Research	RAISE
Expenses:										
Salaries and wages	\$ 584,754	\$ 585,454	\$ 437,588	\$ 62,073	\$ 25,548	\$ -	\$ 49,306	\$ 2,838	\$ 224,667	\$ 142
Employee benefits	60,141	105,437	34,684	16,819	-	-	18,263	39	16,290	43
Payroll taxes	164,331	44,089	30,123	4,409	836	-	4,395	238	16,434	10
Substitute staff	-	-	-	-	-	-	-	-	-	-
Accounting	-	-	-	-	-	-	-	-	-	-
Audit fees	17,303	3,465	3,146	-	33	-	-	-	1,337	-
Legal fees	5,973	1,468	106	-	1	-	-	-	45	-
Other prof. fees/consultations	430,810	79,854	71,996	23,328	751	-	-	-	30,546	-
Journals and publications	98	12	18	-	0	-	-	-	8	-
Conferences and conventions	1,162	5,375	736	25	0	-	-	-	3,134	-
Other staff development	462	11	17	-	0	-	-	-	7	-
Rent	(739)	(136)	(148)	2,250	(1)	-	-	-	(57)	-
Mortgage (interest)	-	-	-	-	-	-	-	-	-	-
Heating costs	11,309	2,081	2,056	-	22	-	-	-	874	-
Other utilities	30,588	5,630	5,561	-	58	-	-	-	2,363	-
Maintenance and repairs	43,729	10,461	7,951	-	83	-	-	-	3,378	-
Other occupancy costs	1,904	229	346	-	4	-	-	47,556	147	-
Office	18,068	3,225	4,462	-	3,891	-	-	-	4,255	-
Building/household	6,201	1,141	1,128	-	12	-	-	-	479	-
Food	2,009	490	290	-	19	-	-	-	671	-
Advertising	-	-	-	-	-	-	-	-	-	-
Printing	9,140	1,023	1,366	-	9	-	-	-	400	-
Telephone/communication	44,353	15,770	5,922	1,132	58	-	1,560	-	3,586	-
Postage/shipping	2,635	561	476	-	5	-	-	-	589	-
Public Members	-	-	-	-	-	-	-	-	-	-
Client	-	-	-	-	-	-	-	-	-	-
Client services	1,830	249,990	-	-	-	-	-	-	46,028	125
Malpractice and bonding	87,392	17,501	15,890	-	167	-	-	-	6,750	-
Vehicles	1,426	286	259	-	3	-	-	-	110	-
Comprehensive property and liability	21,249	3,911	3,864	-	41	-	-	-	1,641	-
Interest expense (other than mortgage)	-	-	-	-	-	-	-	-	-	-
Depreciation, equipment	-	-	-	-	-	-	-	-	-	-
Depreciation, building	-	-	-	-	-	-	-	-	-	-
Equipment rental	8,143	1,499	1,481	-	16	-	-	-	33,578	-
Equipment maintenance	3,970	731	722	-	8	-	-	-	307	-
Membership dues	4,633	1,331	499	175	5	-	-	-	771	-
Other expenditures	40,218	7,402	7,312	-	77	-	-	-	3,106	-
Total program expenses	3,447,545	910,285	1,173,832	640,368	111,023	31,700	73,524	50,671	405,147	320
Administrative allocation	458,614	75,715	162,041	67,332	3,363	-	-	784	22,269	-
Change in fair value of interest rate swap contract	-	-	-	-	-	-	-	-	-	-
Total expenses	3,906,159	986,000	1,335,873	707,700	114,386	31,700	73,524	51,455	427,416	320
(Deficit) surplus	\$ (157,564)	\$ 322,289	\$ 8,717	\$ (319,044)	\$ (49,837)	\$ 3,704	\$ (23,524)	\$ (51,455)	\$ (142,421)	\$ 3,008

See accompanying notes.

# COMMUNITY COUNCIL OF NASHUA, NH

## NOTES TO FINANCIAL STATEMENTS

June 30, 2015

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

### 1. **Nature of Activities**

#### *Organization*

Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health Center (the Organization), is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with their Community Support Services, Child and Adolescent Programs, Clinical Research and Integrated HealthCare Programs, Adult Outpatient Services, and specialty services such as Housing, Deaf Services, Substance Abuse Program, Vocational Services and Individual and Group Therapy.

The Organization is subject to a number of risks common to organizations currently serving this industry. Principal among these risks is the impact of budget cuts and healthcare reform and its effect on the Organization's current and anticipated levels of revenue in 2016. The Organization experienced losses from operations in 2015 and 2014 of \$224,630 and \$528,270, respectively. For fiscal 2016 and going forward, management has implemented various cost saving strategies to reduce its operating costs in line with current market conditions as well as refinanced certain debt during 2015. Management believes that cash flows from operations will provide the necessary cash resources to fund the Organization's operations through June 30, 2016.

### 2. **Significant Accounting Policies**

#### *Basis of Accounting*

The accompanying financial statements have been prepared on the accrual basis of accounting.

#### *Use of Estimates*

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

#### *Cash and Cash Equivalents*

The Organization considers cash in banks and all other highly liquid investments with original maturities of three months or less when purchased to be cash and cash equivalents for purposes of the statement of cash flows.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

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

2. **Significant Accounting Policies (Continued)**

Investments

The Organization reports investments at fair value in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 958-320, *Accounting for Certain Investments Held by Not-for-Profit Organizations*. See Note 5 for fair value measurement disclosures for investments.

Investment income or loss (including realized and unrealized gains and losses on investments and interest and dividends) is included in the accompanying statements of activities within other income unless the income is restricted by donor or law.

Program Service Fees

Program service fees are charged at established rates and recognized as services are rendered. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to service fees. Net revenues from managed care represented approximately 59% and 29% of the Organization's net program service fees revenue for the years ended June 30, 2015 and 2014, respectively. Net revenues from the Medicaid program accounted for approximately 23% and 50% of the Organization's net program service revenue for the years ended June 30, 2015 and 2014, respectively.

An estimated breakdown of program service fees, net of the provision for bad debts, discounts and allowances, recognized in 2015 and 2014 from those major sources is as follows:

	<u>2015</u>	<u>2014</u>
Private pay	\$ 691,437	\$ 433,223
Commercial insurance	543,371	764,893
Medicaid	2,464,010	4,864,511
Medicare	554,662	637,470
Other payors	75,835	176,701
Managed care	<u>6,222,156</u>	<u>2,825,716</u>
	<u>\$10,551,471</u>	<u>\$9,702,514</u>

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the related expenditure is incurred.



# COMMUNITY COUNCIL OF NASHUA, NH

## NOTES TO FINANCIAL STATEMENTS

June 30, 2015

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

### 2. Significant Accounting Policies (Continued)

#### Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payor sources. The decrease in bad debt expense in 2015 as compared to 2014 is driven primarily by payor mix as well as collection trends on recent services.

#### Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2015 and 2014. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. federal or state tax authorities for years before 2012.

#### Debt Issuance Costs

Costs associated with the issuance of bonds and other debt are initially capitalized and amortized over the respective life of the related obligation.

#### Property and Equipment

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts. The Organization's policy is to capitalize assets greater than \$1,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated useful lives:

Furniture and equipment	3 - 7 years
Real estate and improvements, excluding land	5 - 39 years
Computer equipment and software	3 - 10 years
Vehicles	5 years
Equipment under capital lease	Shorter of lease term or estimated useful life

# COMMUNITY COUNCIL OF NASHUA, NH

## NOTES TO FINANCIAL STATEMENTS

June 30, 2015

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

### 2. Significant Accounting Policies (Continued)

#### Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Organization has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity.

The Organization has interpreted the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

#### Investment Return Objectives, Risk Parameters and Strategies

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

# COMMUNITY COUNCIL OF NASHUA, NH

## NOTES TO FINANCIAL STATEMENTS

June 30, 2015

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

### 2. Significant Accounting Policies (Continued)

#### Spending Policy

Currently, the Organization does not have a written approved spending policy. Historically, the Organization has appropriated for distribution the accumulated interest and dividend income on the investment funds. The Organization considers the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

#### Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of activities as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

#### Derivative Instruments

The Organization has used derivatives to manage risks related to interest rate movements. The interest rate swap contract was designated as qualifying as a cash flow hedge and was reported at fair value at June 30, 2014. The Organization's interest rate risk management strategy is to stabilize cash flow requirements by maintaining an interest rate swap contract to convert variable rate debt to a fixed rate. The Organization was exposed to credit loss in the event of nonperformance by the counterparties to the interest rate swap contract. However, the Organization did not anticipate nonperformance by the counterparties. The swap agreement reached its scheduled maturity on November 18, 2014. See Note 10.

#### Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through November 9, 2015 which is the date the financial statements were available to be issued.

#### Recent Accounting Pronouncement

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for the Organization's year ending June 30, 2017, with early adoption permitted. The Organization is currently evaluating the impact of the pending adoption of ASU 2015-03 on the Organization's financial statements.

**COMMUNITY COUNCIL OF NASHUA, NH**

**NOTES TO FINANCIAL STATEMENTS**

June 30, 2015

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

**3. Concentrations of Credit Risk**

Financial instruments which subject the Organization to credit risk consist of cash and cash equivalents, accounts receivable and investments. The Organization maintains cash accounts in financial institutions which are insured by federal agencies up to \$250,000. At times throughout the year, the balances may exceed this limit. The risk with respect to cash equivalents is minimized by the Organization's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Organization's investment portfolio consists of diversified investment funds, which are subject to market risk, but are not subject to concentrations in any sectors. The mix of gross receivables from patients and third-party payors as of June 30, 2015 and 2014 is as follows:

	<u>2015</u>	<u>2014</u>
Medicare	5%	5%
Medicaid	16	<b>19</b>
Other third-party payors	3	4
Patients	69	<b>54</b>
Managed care	<u>7</u>	<u><b>18</b></u>
	<u>100%</u>	<u><b>100%</b></u>

**4. Investments**

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2015</u>	<u>2014</u>
Equity mutual funds	\$ 971,633	\$ 1,152,511
Fixed income	<u>862,978</u>	<u>882,383</u>
Total investments	<u>\$1,834,611</u>	<u>\$2,034,894</u>

Total investment income and net realized and unrealized gains/losses on investments reported within the accompanying statements of activities and changes in net assets are as follows for the years ended June 30:

	<u>2015</u>	<u>2014</u>
Unrestricted:		
Investment income	\$ 56,056	\$ 27,498
Net realized and unrealized (losses) gains on investments	<u>(11,178)</u>	<u>62,804</u>
	44,878	<b>90,302</b>
Temporarily restricted:		
Investment income	1,908	37,088
Net realized and unrealized (losses) gains on investments	<u>(549)</u>	<u>132,528</u>
	<u>1,359</u>	<u>169,616</u>
	<u>\$ 46,237</u>	<u>\$259,918</u>

## COMMUNITY COUNCIL OF NASHUA, NH

### NOTES TO FINANCIAL STATEMENTS

June 30, 2015

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

#### 4. Investments (Continued)

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

#### 5. Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the fair value of liabilities should include consideration of non-performance risk including the Organization's own credit risk.

The fair value hierarchy for valuation inputs prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels which are determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

- Level 1 – inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.
- Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models and similar techniques.

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities that are subject to fair value measurements. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk.

**COMMUNITY COUNCIL OF NASHUA, NH**

**NOTES TO FINANCIAL STATEMENTS**

June 30, 2015

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

**5. Fair Value Measurements (Continued)**

Investments

The fair values of mutual funds and fixed income securities are primarily based upon quoted prices in active markets for identical assets and, therefore, are reflected as Level 1. However, within fixed income securities, the fair value of corporate bonds is derived using a model where inputs are directly observable or can be derived from observable market data and, therefore, reflected as Level 2.

Interest Rate Swap Contract

The fair value for the interest rate swap liability at June 30, 2014 is included in Level 2 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

For the fiscal years ended June 30, 2015 and 2014, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following presents the balances of assets and liabilities measured at fair value on a recurring basis at June 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2015</u>				
Equity mutual funds:				
Common equity securities	\$ 851,211	\$ -	\$ -	\$ 851,211
Common equity mutual funds	120,422	-	-	120,422
Fixed income:				
U.S. Treasury bonds	342,210	-	-	342,210
Corporate bonds	-	237,441	-	237,441
Mortgage backed securities	134,472	-	-	134,472
Corporate bond mutual funds	108,604	-	-	108,604
International bonds	40,251	-	-	40,251
	<u>\$1,597,170</u>	<u>\$237,441</u>	<u>\$ -</u>	<u>\$1,834,611</u>
<u>2014</u>				
Equity mutual funds:				
Common equity securities	\$ 733,495	\$ -	\$ -	\$ 733,495
Common equity mutual funds	166,696	-	-	166,696
International equities	252,320	-	-	252,320
Fixed income:				
U.S. Treasury bonds	325,736	-	-	325,736
Corporate bonds	-	260,447	-	260,447
Mortgage backed securities	123,406	-	-	123,406
Corporate bond mutual funds	112,708	-	-	112,708
International bonds	60,086	-	-	60,086
Interest rate swap contract liability	-	(9,420)	-	(9,420)
	<u>\$1,774,447</u>	<u>\$251,027</u>	<u>\$ -</u>	<u>\$2,025,474</u>

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

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

**5. Fair Value Measurements (Continued)**

The Organization's other significant financial instruments include cash and cash equivalents, accounts receivable, notes payable, capital lease obligations, and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value due to short maturities or interest rate terms that approximate current market rates.

**6. Property and Equipment**

Property and equipment consists of the following at June 30:

	<u>2015</u>	<u>2014</u>
Real estate and improvements	\$ 4,856,072	\$ 4,827,330
Furniture and equipment	227,364	227,364
Computer equipment	164,730	81,450
Software	660,917	658,200
Vehicles	<u>32,766</u>	<u>32,766</u>
	5,941,849	5,827,110
Less accumulated depreciation	<u>(2,863,969)</u>	<u>(2,652,454)</u>
Total property and equipment, net	<u>\$ 3,077,880</u>	<u>\$ 3,174,656</u>

The net carrying value of assets held under capital leases was \$150,599 and \$106,655 at June 30, 2015 and 2014, respectively.

**7. Contingency Reserve**

The Organization receives money for patient services billed under the Medicare and Medicaid programs of the federal government. If billings for patient services are deemed by the federal government upon audit to not be in compliance with the provisions of the Medicare and Medicaid programs, the Organization will be required to repay the funds. As of June 30, 2015 and 2014, the Organization has accrued \$238,745 and \$613,745, respectively, for such contingencies. The decrease in the accrual in 2015 is due to management's assessment that exposures to Medicare and Medicaid program noncompliance were significantly reduced in 2015. See also Note 12.

The Organization has also accrued \$225,000 within the contingency reserve related to a managed care contract that went into effect during fiscal year 2015. There is a potential liability related to this contract for service levels provided under the contract as of June 30, 2015. The Organization is in the process of negotiating a settlement amount with the managed care provider. The estimated amount of this settlement is \$225,000, with an estimated potential maximum exposure of \$250,000.

**COMMUNITY COUNCIL OF NASHUA, NH**

**NOTES TO FINANCIAL STATEMENTS**

June 30, 2015

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

**8. Tax Deferred Annuity Plan**

The Organization has a 403(b) employer sponsored retirement plan. All employees are eligible to participate as of the date of hire. The Organization offers a match of dollar-for-dollar up to 4% of annual salary. To be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In April 2014, the employer match was suspended. There was no benefit expense associated with this plan for the year ended June 30, 2015. Benefits expense associated with this plan amounted to \$112,348 for the year ended June 30, 2014.

**9. Endowment Funds and Net Assets**

The composition of the endowment account is as follows as of June 30:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2015</u>				
Board/donor-restricted endowment fund	\$ <u>1,792,098</u>	\$ <u>1,359</u>	\$ <u>98,593</u>	\$ <u>1,892,050</u>
<u>2014</u>				
Board/donor-restricted endowment fund	\$ <u>2,005,502</u>	\$ <u>—</u>	\$ <u>98,593</u>	\$ <u>2,104,095</u>

Investments comprising endowment funds are included in the accompanying statement of financial position as follows as of June 30:

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 57,439	\$ 69,201
Investments	<u>1,834,611</u>	<u>2,034,894</u>
	<u>\$1,892,050</u>	<u>\$2,104,095</u>



**COMMUNITY COUNCIL OF NASHUA, NH**

**NOTES TO FINANCIAL STATEMENTS**

June 30, 2015

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

**9. Endowment Funds and Net Assets (Continued)**

Changes in the endowment account are as follows for the years ended June 30:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2013	\$ 642,456	\$ 1,412,628	\$ 98,593	\$ 2,153,677
Investment return:				
Investment income	19,239	45,256	-	64,495
Net appreciation (realized and unrealized)	58,269	137,063	-	195,332
Investment fees	<u>(5,399)</u>	<u>(12,703)</u>	<u>-</u>	<u>(18,102)</u>
Total investment return	72,109	169,616	-	241,725
Transfer from donor-restricted to board-restricted endowment fund	1,582,244	(1,582,244)	-	-
Appropriation of endowment assets for expenditure	<u>(291,307)</u>	<u>-</u>	<u>-</u>	<u>(291,307)</u>
Endowment net assets, June 30, 2014	2,005,502	-	98,593	2,104,095
Investment return:				
Investment income	55,242	2,716	-	57,958
Net depreciation (realized and unrealized)	(11,178)	(549)	-	(11,727)
Investment fees	<u>(16,390)</u>	<u>(808)</u>	<u>-</u>	<u>(17,198)</u>
Total investment return	27,674	1,359	-	29,033
Appropriation of endowment assets for expenditure	<u>(241,078)</u>	<u>-</u>	<u>-</u>	<u>(241,078)</u>
Endowment net assets, June 30, 2015	<u>\$1,792,098</u>	<u>\$ 1,359</u>	<u>\$ 98,593</u>	<u>\$ 1,892,050</u>

In 2014, accumulated earnings within temporarily restricted endowment, no longer subject to donor time or purpose restrictions, were transferred to the Organization's board-restricted endowment fund.

Permanently restricted endowment net assets consist of investment principal maintained in perpetuity. The income earned may be used to support operations. There is one fund that required the appreciation to be included in permanently restricted endowment net assets until such time as it reached a fair value of \$50,000, at which point the income earned may then be used to support operations. The fund reached \$50,000 during the year ended June 30, 2011, and the remaining appreciation is, therefore, reported as temporarily restricted until these funds are withdrawn to support operations.

**COMMUNITY COUNCIL OF NASHUA, NH**

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

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

**10. Line of Credit and Long-Term Debt**

The Organization maintains a \$1,000,000 revolving line-of-credit with TD Bank, secured by a mortgage on real property and substantially all business assets, and carrying a variable interest rate of prime plus 1.0% adjusted daily with a floor rate of 4.00% (4.25% at June 30, 2015). Interest is payable monthly. The line-of-credit had an outstanding balance of \$700,000 and \$750,000 at June 30, 2015 and 2014, respectively. The line of credit agreement has a maturity date of January 31, 2016.

Long-term debt consists of the following at June 30:

	<u>2015</u>	<u>2014</u>
Note payable, TD Bank, secured by mortgaged property, with a fixed interest rate of 4.00%, monthly principal and interest payments due of \$7,978 (based on a 15 year amortization period), with a balloon payment for the remaining principal in January 2017	\$1,051,909	\$ -
Note payable, TD Bank and New Hampshire Higher Educational and Health Facilities Authority (HEFA). TD Bank participated in 70% of the original principal balance, and HEFA participated in 30% of the original principal balance. At June 30, 2015, 100% of the principal balance remaining is to TD Bank. The note is secured by mortgaged property, with interest at a blended fixed rate of 4.233% through July 29, 2015 and will then adjust to the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% on August 22, 2015, monthly principal and interest payments due of \$5,787, with a balloon payment due for the remaining principal on July 29, 2020	770,083	805,644
Mortgage payable, TD Bank, secured by mortgage on real property and collateral assignment of leases and rents, with interest at the rate of one month LIBOR plus 3.00%, monthly principal payments due ranging from \$2,460 to \$2,925 through October 2014, plus interest, with a balloon payment due for the remaining principal on November 2014, subject to an interest rate swap contract (described below). This mortgage was refinanced in 2015 as described below	-	897,893
Note payable, TD Bank, secured by mortgaged property, with a fixed interest rate of 4.29%. The loan was payable in monthly installments of \$2,367 through October 2022. This note was refinanced in 2015 as described below	-	198,184
	<u>\$1,821,992</u>	<u>\$1,901,721</u>

On January 5, 2015, the Organization entered into a note payable with TD Bank totaling \$1,074,406 to consolidate and refinance the \$897,893 mortgage payable and \$198,184 note payable outstanding to TD Bank as of June 30, 2014.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

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

10. Line of Credit and Long-Term Debt (Continued)

Aggregate maturities required on long-term debt at June 30, 2015 are as follows:

2016	\$ 92,270
2017	1,036,519
2018	40,946
2019	42,703
2020	44,557
Thereafter	<u>564,997</u>
	<u>\$1,821,992</u>

TD Bank requires that the Organization meet certain financial covenants. The Organization must meet 85% of the projected EBITDA of \$22,000 for the fiscal year ended June 30, 2015. The Organization must maintain a minimum unrestricted liquidity in the endowment of \$1,250,000 at all times. The Organization is in compliance with the debt covenants as of June 30, 2015.

In November 2009, the Organization entered into an interest rate swap contract with TD Bank in order to reduce the impact of changes in interest rates in conjunction with the \$897,893 mortgage payable. The interest rate swap contract matured on November 18, 2014 and there is no remaining liability as of June 30, 2015. The interest rate swap contract was recorded at fair value of \$(9,420) as of June 30, 2014.

11. Leases

The Organization rents additional housing space in Nashua, NH to be used for patient housing by the housing program. The Organization receives subsidies for reimbursement of expenses per a State contract to offset expenses not covered by patient reimbursement for rent. These leases began to expire in July 2014. The required monthly rental payments range from \$1,200 to \$1,400 and totals \$3,900 per month. Total rent expense under these agreements amounted to \$85,800 and \$63,600 for the years ended June 30, 2015 and 2014, respectively.

Rent expense of \$52,546 and \$13,500 for various equipment was incurred during the years ended June 30, 2015 and 2014, respectively, under noncancellable operating lease agreements covering a term greater than one year.

The Organization also leased a phone system under a capital lease arrangement, with interest at 3.2%, which expired in October 2014. During 2015, the Organization entered into a capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,995 through April 2018.

**COMMUNITY COUNCIL OF NASHUA, NH**

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

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

**11. Leases (Continued)**

Future minimum lease payments required under noncancellable lease agreements for the next five years ending June 30 are as follows:

	<u>Operating Leases</u>	<u>Capital Lease</u>
2016	\$39,579	\$23,940
2017	19,279	23,940
2018	12,079	19,951
2019	12,079	-
2020	<u>9,380</u>	<u>-</u>
Total payments	<u>\$92,396</u>	67,831
Less amounts representing interest		<u>(7,587)</u>
Present value of total minimum lease payments		<u>\$60,244</u>

**12. Medicaid Audit**

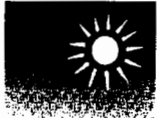
The Organization was requested by Medicaid to complete a self-audit of Medicaid billing for recreational billing as part of the Organization's Young Adult Program. During 2013, the Organization reached a settlement agreement with Medicaid in regards to this audit totaling \$54,282. The agreement calls for 24 monthly payments of \$2,262. The liability remaining relating to this agreement at June 30, 2014 was \$22,617 and this was paid in full at June 30, 2015.

**13. Malpractice Insurance**

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2015, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

**14. Electronic Health Records Incentive Payments**

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. The Organization filed certain meaningful use attestations with CMS. Revenue totaling \$191,250 associated with these meaningful use attestations was recorded within federal grants in the accompanying statement of activities and changes in net assets for the year ended June 30, 2014. No such revenue was recorded for the year ended June 30, 2015.



**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



## CURRICULUM VITAE

**Marilou B. Patalinjug Tyner, M.D., FAPA**



### Employment

2003 – 2010	Outpatient Psychiatry, HBHS dba Process Strategies 376 Kenmore Drive, Danville, WV 25053
2003 – 2008	Outpatient Psychiatry, HBHS dba Process Strategies 163 Main Street, Clay, WV 25043
2008 – 2009	Tele-psychiatry for Prestera Center, Clay County based at Prestera Center, 511 Morris Street, Charleston, WV 25301
2007 – 2009	Tele-psychiatry for PsyCare, Inc. for the Potomac Highland Regional Jail and Central Regional Jail, WV
2010 – 2011	Tele-psychiatry for Prestera Center, Boone County based at Process Strategies office
2010 – 2013	Medical Director, Assessment Unit (TPC Program), Highland Hospital 300 56 <sup>th</sup> Street, Charleston, WV 25304
2007 – 2013	Psychiatry Consult for Cabin Creek Health Centers in Dawes, WV, Clendenin, WV and Sissonville, WV; Tele-psychiatry for all three sites since March 2010, based at Process Strategies office
2008 – 2013	Outpatient Psychiatry, Process Strategies 1418A MacCorkle Avenue, Charleston, WV 25303
2013 – Current	Chief Medical Officer, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301
2013 – Current	Forensic Psychiatry Unit, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301

### Certification / Licensure

1987 - 1995	Physician Licensure, Philippines
2002 - 2003	Physician Licensure, State of Connecticut
2002 - 2004	Physician Limited Permit, New York
2003 - Current	Physician Licensure, West Virginia
2003 - Current	Diplomate in Psychiatry, American Board of Psychiatry and Neurology, Inc.
2005 - Current	Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc.
2013 - 2023	Maintenance of Certification in Psychiatry, American Board of Psychiatry and Neurology, Inc.
2015 – 2025	Maintenance of Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc.

### Education

- 1983 B.S. Psychology, University of the Philippines College of Arts and Sciences  
Quezon City, Philippines  
1987 M.D. University of the Philippines College of Medicine  
Manila, Philippines

### Postdoctoral Training

- 1987 - 1988 Postgraduate Internship, Philippine General Hospital  
Manila, Philippines  
1989 - 1991 Residency Training, Psychiatry  
Philippine General Hospital, Manila, Philippines  
1991 - 1992 Chief Resident, Psychiatry  
Philippine General Hospital, Manila, Philippines  
1998 - 2002 Residency Training, Psychiatry  
NYU School of Medicine, New York, NY 10016  
2001 - 2002 Chief Resident, Psychiatry  
Outpatient Division Chief Resident (July-December 2001)  
Administrative Chief Resident (January-June 2002)  
NYU School of Medicine, New York, NY 10016  
2002 - 2003 Fellowship Training, Forensic Psychiatry  
NYU School of Medicine, New York, NY 10016

### Other Professional Positions

- 1993 Research Associate, Intercare Research Foundation, Inc.  
Metro Manila, Philippines  
1993 - 1994 Research Assistant, Research Foundation for Mental Hygiene  
Research based at Kirby Forensic Psychiatric Center  
Wards' Island, NY 10035  
1994 - 1998 Research Scientist, Nathan S. Kline Institute  
Research based at Kirby Forensic Psychiatric Center  
Wards' Island, NY 10035

### Awards and Honors

- 1983 Cum Laude, BS Psychology, University of the Philippines  
1983 Phi Kappa Phi Honor Society, University of the Philippines,  
1983 Pi Gamma Mu Honor Society, University of the Philippines  
1992 Ciba-Geigy Fellowship Grant in Administrative Psychiatry  
2002 Aventis Women Leaders Fellowship,  
American Psychiatric Association Annual Meeting, Philadelphia

### Membership in Professional Societies

- 2000 - 2010 Member, American Psychiatric Association  
2010 - Current Fellow, American Psychiatric Association  
2002 - Current Member, American Academy of Psychiatry and the Law  
2002 - Current Member, NYU-Bellevue Psychiatric Society  
2008 - Current Member, American Medical Association  
2008 - Current Member, West Virginia State Medical Association

## Teaching Experience

1990 - 1992	Training of Trainers in Critical Incident Stress Debriefing National Program for Mental Health, Philippines
1992 - 1993	Lectures in Psychiatry for Physical Therapy Students, University of the Philippines College of Manila, Philippines
1994 - 1998	Instructor, Management of Crisis Situations for Forensics Kirby Forensic Psychiatric Center, Wards Island, New York
2001 - 2003	Clinical Instructor, New York University School of Medicine
2004 – current	Clinical Assistant Professor, West Virginia University, CAMC Department of Behavioral Medicine and Psychiatry, Charleston, WV
2015 – current	Clinical Assistant Professor, West Virginia University School of Medicine, Morgantown, WV

## Research

1. Patalinjug, M.B. and Harmon R.B. (2003) Characteristics of Defendants Charged with Stalking: Preliminary Look at Referrals to the Forensics Psychiatry Clinic Three Years After the Passage of NY State Stalking Laws, Presented at the 56<sup>th</sup> Annual Meeting of the American Association of Forensic Sciences, February 20, 2004, Dallas, TX.
2. Convit, A., Wolf, O.T., de Leon, M.J., Patalinjug, M.B., Kandil, E., Caraos, C., Scherer, A., Saint Louts, L., Cancro, R. (2001). Volumetric Analysis of the Prefrontal regions: Findings in aging and schizophrenia. *Psychiatry Research: Neuroimaging Section*, 107: 61-73.
3. Hoptman, M.J., Yates, K.F., Patalinjug, M.B., Wack, R.C., and Convit, A. (1999). Clinical Prediction of Assaultive Behavior Among Male Psychiatric Patients at a Maximum-Security Forensic Facility. *Psychiatric Services*, 50: 1461-1466.
4. Patalinjug, M.B., Convit, A., Hoptman, M.J., Yates, K.F., Dunn, D., Otis, D. (1997) Staff Assaulters vs. Patient Assaulters in a Forensic Psychiatric Facility: Is there a Difference? Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
5. Convit, A., McHugh, P., de Leon, M., Hoptman, M., Patalinjug, M. (1997) MRI Volume of the Amygdala: A New Reliable Method. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
6. Hoptman, M., Convit, A., Yates, K.F., Patalinjug, M.B. (1997) Violence and Slowing of the Anterior EEG: Relationships to Impulsivity. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
7. Bengzon, A.R.A., Jimenez A.L., Bengzon M.A., Esquejo D.P., Torres M.R., Sison-Agullar M.A., Salazar M.C., Patalinjug M.B. (1994). Programs, Process, Politics, People: The Story of the Department of Health Under the Aquino Administration, 1986-1992. Submitted to the World Health Organization, Geneva, Switzerland.
8. Jimenez A.L., Torres M.R., Marte B.G., Patalinjug M.B., Guilkeran M.L. (1992) The Establishment of a Mental Health Information System at the Philippine General Hospital Department of Psychiatry, Patient Services Section: A Preliminary Study. Paper read at the 18<sup>th</sup> Annual Convention of the Philippine Psychiatric Association, Manila, Philippines.

## REFERENCES

1. Ted Thornton, M.D. (304) 552-6836 [ted.thornton@yahoo.com](mailto:ted.thornton@yahoo.com)
2. Toni Goodykoontz, M.D. (304) 669-0470 [tgoodykoontz1@gmail.com](mailto:tgoodykoontz1@gmail.com)
3. Fred Frazier III, APRN, PMHNP-BC (304) 669-8032 [fredfrazier3@gmail.com](mailto:fredfrazier3@gmail.com)



**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Craig Amoth	President and CEO	150,000	None	None
Dr. Cynthia Whitaker	Chief of Services	90,000	None	None
Dr. Marilou Tyner, MD*	Medical Director	250,000	None	None
Janis Belmonte	Director of Finance	85,000	None	None
Patrick Ulmen	Chief Information Officer	80,000	None	None

\*Will be overseeing the Program

3

JUL 20 15 AM 9:55 DAS

7/26



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  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

Marcella J. Bobinsky  
Acting Director

June 25, 2015

APPROVED F/C _____
DATE _____
APPROVED G&C # <u>26</u>
DATE <u>8/5/15</u>
NOT APPROVED _____

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.

VENDOR	LOCATION
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


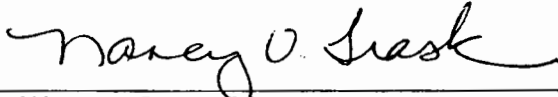
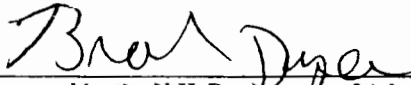
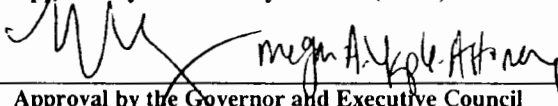

Subject: New Hampshire Ryan White CARE Program

**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 stroke</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] 			
NANCY V. TRASK, Notary Public 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, 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: MO  
Date: 5/17/15

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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

New Hampshire Department of Health and Human Services  
Exhibit C



- 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:

5/1/2015  
Date

  
Name: Michael DiMorio  
Title: Finance Manager

Contractor Initial MD  
Date 5/1/15



**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

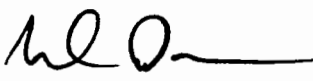
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

5/1/2015  
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 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**

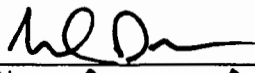
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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:

5/7/15  
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:

5/1/2015  
Date

Michael DiMuro  
Name: Michael DiMuro  
Title: Finance Manager

Exhibit G

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

Contractor Initials (M)

Date 5/1/15





**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:

5/7/2015

Date

Name: Michael D. Merio  
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

[Signature]  
Name: Michael DiMarco  
Title: Finance Manager

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 018249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

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

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



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the

**NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract**

This first Amendment to the NH Ryan White CARE Program Licensed Mental Health and Substance Abuse Providers Contract, (hereinafter referred to as "Amendment #1") dated this 4th day of March, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc. (hereinafter referred to as "the Contractor") a nonprofit corporation with a place of business located at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 27, 2015, Item #31, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS the parties agree to increase the contract price limitation and extend the contract completion date to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2018
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$120,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
(603) 271-9558



New Hampshire Department of Health and Human Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

Date 4/29/16

State of New Hampshire  
Department of Health and Human Services  
Marcella J. Bobinsky  
Name: Marcella J. Bobinsky  
Title: Acting Director

Date 3/9/14

The Mental Health Center of Greater Manchester, Inc.  
William Rider  
Name: William Rider  
Title: President/Chief Executive Officer

Acknowledgement:

State of New Hampshire, County of Hillsborough on March 9, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Joanne C. Duclos  
Name and Title of Notary or Justice of the Peace

**JOANNE C. DUCLOS, Notary Public**  
My Commission Expires **September 18, 2018**

New Hampshire Department of Health and Human Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/12/14  
Date

[Signature]  
Name: Megan A. [Signature]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

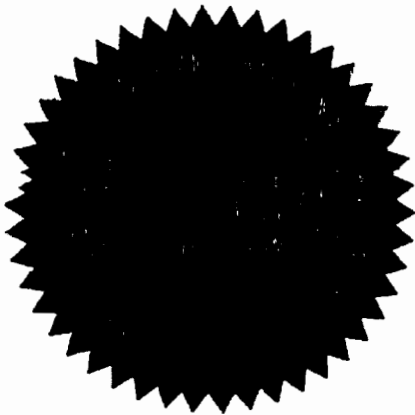
\_\_\_\_\_  
Name:  
Title:

Contractor Initials: [Signature]  
Date: 3/19/16

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 MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire nonprofit corporation formed October 17, 1960. 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 25<sup>th</sup> day of January A.D. 2016

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner  
Secretary of State



NEW HAMPSHIRE

## Corporation Division

[Search](#)  
[By Business Name](#)  
[By Business ID](#)  
[By Registered Agent](#)  
[Annual Report](#)  
[File Online](#)  
[Guidelines](#)  
[Name Availability](#)  
[Name Appeal Process](#)

Date: 4/20/2016

## Filed Documents

(Annual Report History, View Images, etc.)

## Business Name History

Name	Name Type
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.	Legal
COMMUNITY GUIDANCE CENTER, INC.	Prev Legal
GREATER MANCHESTER MENTAL HEALTH CENTER	Prev Legal

## Non-Profit Corporation - Domestic - Information

**Business ID:** 63323  
**Status:** Good Standing  
**Entity Creation Date:** 10/17/1960  
**Principal Office Address:** 401 Cypress Street  
 Manchester NH 03103  
**Principal Mailing Address:** 401 Cypress Street  
 Manchester NH 03103  
**Expiration Date:** Perpetual  
**Last Annual Report Filed Date:** 12/10/2015 11:19:39 AM  
**Last Annual Report Filed:** 2015

## Registered Agent

**Agent Name:**  
**Office Address:** No Address  
**Mailing Address:** No Address

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**

# CERTIFICATE OF VOTE

I, Leo Simard, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester.

(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 March 26, 2015 :

(Date)

**RESOLVED:** That the President/Chief Executive Officer

(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 9<sup>th</sup> day of March, 2016.

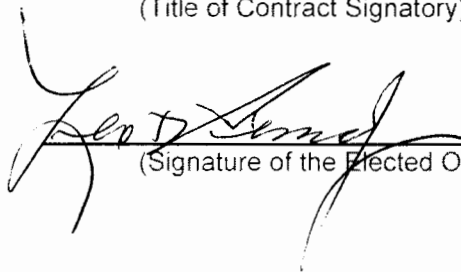
(Date Contract Signed)

4. William Rider is the duly elected President/Chief Executive Officer

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.

  
\_\_\_\_\_  
(Signature of the Elected Officer)


STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2016,

By Leo Simard

(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**JOANNE C. DUCLOS, Notary Public**  
My Commission Expires **September 18, 2018**

Commission Expires: 9/18/18



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2016

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> CGI Insurance 171 Londonderry Turnpike  Hooksett NH 03106		<b>CONTACT NAME:</b> Mark Harvie <b>PHONE (A/C, No, Ext):</b> (603) 232-9306 <b>FAX (A/C, No):</b> (603) 622-4618 <b>E-MAIL ADDRESS:</b> mharvie@cgibusinessinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Insurance	<b>NAIC #</b>
<b>INSURED</b> The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street  Manchester NH 03103-3628		<b>INSURER B:</b> A.I.M. Mutual <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 16/17 Master

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 INSD 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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Inc. Prof. Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1471055	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1471055	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB534541	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<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	ECC60040000298-2015A-WC 3A State(s): NH	9/12/2015	9/12/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**\*\*Supplemental Names\*\*** Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.  
 This Certificate is issue for insured operations usual to Mental Health Services. RE: Kimberly Calhoun, LICSW

**CERTIFICATE HOLDER**

NH DHHS  
 129 Pleasant Street  
 Concord, NH 03301

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE  
 Mark Harvie/KDC



**The Mental Health Center**  
**OF GREATER MANCHESTER**

**MISSION**

To provide an accessible, comprehensive, integrated, evidence-based system of mental health services that empowers individuals to achieve recovery and serves to promote personal and community wellness.

**VISION**

To be a center of excellence and sought after partner in developing and delivering state-of-the-art mental health treatment, integrated with other medical specialties, that promote prevention, recovery and wellness.

**GUIDING VALUES AND PRINCIPLES**

We treat everyone with respect, compassion and dignity.

We offer hope and recovery through individualized, quality mental health services.

We provide evidence-based, culturally responsive and consumer/family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

*Approved on May 27, 2008 and Reaffirmed by the Board of Directors on July 22, 2014.*

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.

COMBINING FINANCIAL STATEMENTS

June 30, 2015

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
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June 30, 2015

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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License #167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
of The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.

We have audited the accompanying combining financial statements of The Mental Health Center of Greater Manchester, Inc. and its affiliate Manchester Mental Health Foundation, Inc. (nonprofit organizations) which comprise the statement of financial position as of June 30, 2015, and the related combining statements of activities and cash flows for the year then ended, and the related notes to the combining financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in 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.

To the Board of Directors  
of The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
Page 2

Opinion

In our opinion, the combining financial statements referred to above present fairly, in all material respects, the individual and combining financial positions of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. as of June 30, 2015, and the activities and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the combining financial statements as a whole. The supplementary information on pages 17 through 21 is presented for the 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 audit 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.

*Kittell Branagan & Sargent*

St. Albans, Vermont  
October 14, 2015



The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF FINANCIAL POSITION  
June 30, 2015

	<u>ASSETS</u>			
	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating</u>	<u>Combined</u>
			<u>Entries</u>	<u>Total</u>
<b>CURRENT ASSETS</b>				
Cash	\$ 6,562,483	\$ 14,216	\$ -	\$ 6,576,699
Accounts Receivable, net	2,454,384	-	-	2,454,384
Other Accounts Receivable	175,146	500,600	(500,600)	175,146
Grant Receivable	885	-	-	885
Investments	-	2,533,483	-	2,533,483
Prepaid Expenses	186,659	-	-	186,659
	<u>9,379,557</u>	<u>3,048,299</u>	<u>(500,600)</u>	<u>11,927,256</u>
<b>PROPERTY, PLANT AND EQUIPMENT,</b>				
Net of accumulated depreciation	3,225,205	-	-	3,225,205
	<u>3,225,205</u>	<u>-</u>	<u>-</u>	<u>3,225,205</u>
	<u>9,379,557</u>	<u>3,048,299</u>	<u>(500,600)</u>	<u>11,927,256</u>
	<u>12,604,762</u>	<u>3,048,299</u>	<u>(500,600)</u>	<u>15,152,461</u>
	<u>\$ 12,604,762</u>	<u>\$ 3,048,299</u>	<u>\$ (500,600)</u>	<u>\$ 15,152,461</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>				
<b>CURRENT LIABILITIES</b>				
Accounts Payable	\$ 181,372	\$ -	\$ -	\$ 181,372
Due To Affiliate	500,600	-	(500,600)	-
Accrued Payroll & Vacation, other accruals	1,851,185	4,002	-	1,855,187
Deferred Revenue	50,353	-	-	50,353
Amounts held for Patients and Other Deposits	21,148	-	-	21,148
	<u>2,604,658</u>	<u>4,002</u>	<u>(500,600)</u>	<u>2,108,060</u>
	<u>2,604,658</u>	<u>4,002</u>	<u>(500,600)</u>	<u>2,108,060</u>
	<u>506,285</u>	<u>-</u>	<u>-</u>	<u>506,285</u>
	<u>53,469</u>	<u>-</u>	<u>-</u>	<u>53,469</u>
	<u>9,440,350</u>	<u>2,745,793</u>	<u>-</u>	<u>12,186,143</u>
	<u>-</u>	<u>66,429</u>	<u>-</u>	<u>66,429</u>
	<u>-</u>	<u>232,075</u>	<u>-</u>	<u>232,075</u>
	<u>9,440,350</u>	<u>3,044,297</u>	<u>-</u>	<u>12,484,647</u>
	<u>\$ 12,604,762</u>	<u>\$ 3,048,299</u>	<u>\$ (500,600)</u>	<u>\$ 15,152,461</u>

See Accompanying Notes to Financial Statements

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
For the Year Ended June 30, 2015

	MHCGM		Foundation		Eliminating Entries	Combined Total
	Unrestricted	Unrestricted	Temporarily Restricted	Permanently Restricted		
<b>REVENUE AND OTHER SUPPORT</b>						
Program Service Fees	\$ 21,950,887	\$ -	\$ -	\$ -	\$ -	\$ 21,950,887
Fees and Grants from Governmental Agencies	1,682,613	-	-	-	-	1,682,613
Rental Income	142,493	-	-	-	-	142,493
Other Income	1,401,994	-	-	-	(80,000)	1,321,994
<b>TOTAL REVENUE AND OTHER SUPPORT</b>	<b>25,177,987</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(80,000)</b>	<b>25,097,987</b>
<b>OPERATING EXPENSES</b>						
Program Services:						
Children & Adolescents	3,909,688	-	-	-	-	3,909,688
Elderly	311,551	-	-	-	-	311,551
Emergency Services	1,629,772	-	-	-	-	1,629,772
Vocational Services	423,847	-	-	-	-	423,847
Non-Eligibles	1,377,346	-	-	-	-	1,377,346
Mutli-Service Team	9,356,661	-	-	-	-	9,356,661
Crisis Unit	2,240,696	-	-	-	-	2,240,696
Community Residences & Support Living	1,208,886	-	-	-	-	1,208,886
Other	1,615,957	-	-	-	-	1,615,957
Total Program Services	22,074,404	-	-	-	-	22,074,404
Supporting Services						
Management and General	2,491,566	-	-	-	(600,000)	1,891,566
<b>TOTAL OPERATING EXPENSES</b>	<b>24,565,970</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(600,000)</b>	<b>23,965,970</b>
<b>INCOME FROM OPERATIONS</b>	<b>612,017</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>520,000</b>	<b>1,132,017</b>
<b>NON-OPERATING REVENUE/(EXPENSES)</b>						
Contributions	278,147	600,000	66,429	1,406	(600,000)	345,982
Interest/Dividend Income	3,227	100,894	-	-	-	104,121
Investment Loss	-	(73,616)	-	-	-	(73,616)
Dues	-	(4,800)	-	-	-	(4,800)
Donations/Contributions	-	(80,000)	-	-	80,000	-
Miscellaneous Expenses	-	(3,500)	-	-	-	(3,500)
<b>NON-OPERATING REVENUE/ (EXPENSES), NET</b>	<b>281,374</b>	<b>538,978</b>	<b>66,429</b>	<b>1,406</b>	<b>(520,000)</b>	<b>368,187</b>
<b>INCREASE IN NET ASSETS</b>	<b>893,391</b>	<b>538,978</b>	<b>66,429</b>	<b>1,406</b>	<b>-</b>	<b>1,500,204</b>
<b>NET ASSETS AT BEGINNING OF YEAR</b>	<b>8,546,959</b>	<b>2,206,815</b>	<b>-</b>	<b>230,669</b>	<b>-</b>	<b>10,984,443</b>
<b>NET ASSETS AT END OF YEAR</b>	<b>\$ 9,440,350</b>	<b>\$ 2,745,793</b>	<b>\$ 66,429</b>	<b>\$ 232,075</b>	<b>\$ -</b>	<b>\$ 12,484,647</b>

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF CASH FLOWS  
For the Year Ended June 30, 2015

	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Change in net assets	\$ 893,391	\$ 606,813	\$ -	\$ 1,500,204
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation	266,336	-	-	266,336
Unrealized loss on investments	-	250,621	-	250,621
Realized gain on investments	-	(192,862)	-	(192,862)
Decrease (Increase) in Operating Assets:				
Accounts Receivable	1,036,940	-	-	1,036,940
Prepaid Expenses, grants and contracts receivable, and other current assets	(52,471)	-	-	(52,471)
Increase (Decrease) in Operating Liabilities:				
Accounts Payable	(11,331)	-	-	(11,331)
Due to Affiliate	536,400	(436,351)	(100,049)	-
Accrued Expenses and Other Current Liabilities	(17,906)	-	-	(17,906)
Deferred Revenue	(17,095)	-	-	(17,095)
Amounts held for Patients and Other Deposits	1,372	-	-	1,372
Post Retirement Benefit Obligation	(11,337)	-	-	(11,337)
Extended Illness Leave	(42,917)	-	-	(42,917)
	<u>2,581,382</u>	<u>228,221</u>	<u>(100,049)</u>	<u>2,709,554</u>
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>				
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Purchase of property, plant, and equipment, net	(341,410)	-	-	(341,410)
Proceeds from sale of investments	-	2,246,689	-	2,246,689
Purchase of investments	-	(2,468,480)	-	(2,468,480)
	<u>(341,410)</u>	<u>(221,791)</u>	<u>-</u>	<u>(563,201)</u>
<b>NET CASH (USED) BY INVESTING ACTIVITIES</b>				
NET INCREASE (DECREASE) IN CASH	2,239,972	6,430	(100,049)	2,146,353
CASH AT BEGINNING OF YEAR	<u>4,322,511</u>	<u>7,786</u>	<u>100,049</u>	<u>4,430,346</u>
CASH AT END OF YEAR	<u>\$ 6,562,483</u>	<u>\$ 14,216</u>	<u>\$ -</u>	<u>\$ 6,576,699</u>

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Mental Health Center of Greater Manchester, Inc. (the "Center") a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the "Foundation") became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center.

Basis of Presentation

The combining financial statements include the accounts of The Mental Health Center of Greater Manchester, Inc. and its affiliate, Manchester Mental Health Foundation, Inc. All inter-company transactions and accounts have been eliminated in combination.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2012, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

State Grants

The Center receives a number of grants from, and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Depreciation

The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Accounts Receivable

Accounts receivable are recorded based on amounts billed for services provided, net of respective contractual adjustments and bad debt allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for contractual adjustments and bad debts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for contractual adjustments and doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for contractual adjustments and doubtful accounts and a corresponding provision for contractual adjustments and bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated contractual allowances and uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During 2015, the Center increased its estimate in the allowance for doubtful accounts from 58% to 71% of total accounts receivable to \$6,050,921 as of June 30, 2015 from \$4,918,837 as of June 30, 2014. This was a result of self-pay patient accounts receivable increasing as a percentage of accounts receivable to 53% of total accounts receivable as of June 30, 2015 from 45% of total accounts receivable as of June 30, 2014.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2015 totaled \$21,950,887, of which \$21,292,274 was revenue from third-party payors and \$658,613 was revenue from self-pay clients.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Temporarily restricted net assets are those whose use by the Center or Foundation has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as either net assets released from restrictions (for non-capital related items) or as net assets released from restrictions used for capital purchases (capital related items).

Permanently restricted net assets are restricted by donors and to be maintained in perpetuity. Income earned on permanently restricted net assets, to the extent not restricted by the donor, including net realized appreciation on investments, would be included in the statement of activities as unrestricted resources or as a change in temporarily restricted net assets in accordance with donor-intended purposes.

Included in the Foundation's unrestricted net assets is \$600,000 of board designated net assets, which was result of a board approved donation from the Center to the foundation during the year ended June 30, 2015 of \$600,000.

Employee Benefit Program

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employees' contributions are matched by the Center up to 5 percent of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$409,390 for the year ended June 30, 2015.

Postretirement Medical Benefits

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2008, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. See Note 8 for further discussion of the Plan.

For retirements prior to January 1, 1997, benefits are based upon quoted premium rates. For retirements on or after January 1, 1997 up to June 30, 2007, the benefits are based on monthly premiums frozen at their December 31, 1996 level. The plan is funded as premiums are paid.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its financial statements.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

Approximately 79% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2015. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonable possible that recorded estimates could change materially in the near term.

NOTE 3 PROPERTY AND EQUIPMENT

Property, plant and equipment is stated at cost. Expenditures for maintenance and repairs are charged to expense as incurred and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the assets being depreciated.

Property and equipment consisted of the following at June 30, 2015:

Land	\$ 1,415,708
Buildings and improvements	4,581,240
Furniture and equipment	<u>1,576,978</u>
	7,573,926
Accumulated depreciation	<u>(4,348,721)</u>
	<u>\$ 3,225,205</u>

Depreciation expense for the year ended June 30, 2015 was \$266,336.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 4

ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 4,534,780
Managed medicaid	1,134,488
Medicaid receivable	1,305,578
Medicare receivable	516,628
Other insurance	<u>1,013,831</u>
	8,505,305
Allowance	<u>(6,050,921)</u>
	<u>\$ 2,454,384</u>

ACCOUNTS RECEIVABLE -- OTHER

Amoskeag Residences	\$ 6,422
Boston University COG	48,083
Catholic Medical Center	7,642
Community Connection	12,156
Dartmouth	9,951
Easter Seals	9,238
Farnum Center	15,458
HCHC	12,006
Manchester Community Health	21,215
Miscellaneous accounts receivable	44,539
North Shore LIJ	22,116
United Way	<u>8,750</u>
	<u>\$ 175,146</u>

GRANTS RECEIVABLE

State of New Hampshire – DHHS	
Division for Children, Youth and Families	<u>\$ 885</u>

NOTE 5

DEFERRED REVENUE

CIP Grant	\$ 23,558
Central NY Services	11,140
Greater Manchester Charitable Trust	7,273
HCHC Gym Memberships	3,141
Miscellaneous deferred revenue	1,574
State of NH DIG Grant	<u>3,667</u>
	<u>\$ 50,353</u>



The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 6      LINE OF CREDIT

As of June 30, 2015, the organization had available a line of credit with a bank due on demand with an upper limit of \$2,500,000. The line was not utilized as of June 30, 2015. These funds are available with interest charged at Prime Rate.

NOTE 7      LEASES

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under non-cancelable operating leases with terms of one year or more are as follows:

2016		\$ 427,666
2017		54,228
2018		20,198

Rental expense was \$357,616 for the year ended June 30, 2015.

NOTE 8      EXTENDED ILLNESS LEAVE (EIL)

The following table sets forth the Center's funded status of EIL as of June 30, 2015:

Net Post-Retirement Health Cost:

Service cost		\$ 32,096
Interest cost		<u>20,225</u>
Net post retirement health cost		<u>\$ 52,321</u>

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year		\$ 549,202
Service cost		32,096
Interest cost		20,225
Actuarial loss		(8,060)
Benefits paid		<u>(87,178)</u>
Benefit obligation at end of year		<u>\$ 506,285</u>

Balance Sheet Liability:

Accumulated postretirement benefit obligation		\$ 506,285
Fair value of plan assets		<u>-</u>
Unfunded accumulated postretirement benefit obligation		<u>\$ 506,285</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	\$ 594,082
Net post retirement health cost for the year	52,321
Contributions made during the year (benefits paid)	<u>(87,178)</u>

Accrued post retirement health cost at end of year	<u>\$ 559,225</u>
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Estimated Future Benefit Payments:

2015 – 2016	\$ 34,900
2016 – 2017	20,600
2017 – 2018	51,900
2018 – 2019	43,000
2019 – 2020	107,200
2020 – 2025	<u>251,100</u>

Expected contribution for next fiscal year	<u>\$ 34,900</u>
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Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (549,202)
Net actuarial gain arising during the year	8,060
Increase from current year service and interest cost	(52,321)
Contributions made during the year	<u>87,178</u>

Balance sheet liability at end of year	<u>\$ (506,285)</u>
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Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (44,881)
Net actuarial (gain) or loss arising during the year	(8,060)
Reclassification from amortization of net actuarial loss recognized during the year	<u>-</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (52,941)</u>
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The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Unrestricted Net Assets Not Yet Classified As Net  
Postretirement Benefit Cost:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(52,941)</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (52,941)</u>
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The weighted-average discount rate used in determining the accumulated benefit obligation was 4.25% at June 30, 2015.

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN

During 2007, the Center offered a buyout to employees who would have been eligible to participate in the post-retirement health plan upon their retirement. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e., health care cost trend rate) was 4.00% for the year ending June 30, 2015; and 4.00% per year for retirements that occurs on or after January 1, 1997, until those retirees' monthly premium cap of \$188 is reached.

Net Post-Retirement Health Cost:

Interest cost	\$ 2,325
Net amortization of (gain)	<u>(16,110)</u>
Net post retirement health cost/(income)	<u>\$ (13,785)</u>

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year	\$ 64,806
Interest cost	2,325
Actuarial loss	(287)
Benefits paid	<u>(13,375)</u>

Benefit obligation at end of year	<u>\$ 53,469</u>
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FASB Balance Sheet Liability:

Accumulated postretirement benefit obligation	\$ 53,469
Fair value of plan assets	<u>-</u>

Unfunded accumulated postretirement benefit obligation	<u>\$ 53,469</u>
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The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	\$ 232,383
Net post retirement health cost/(income) for the year	(13,785)
Contributions made during the year (benefits paid)	<u>(13,375)</u>
 Accrued post retirement health cost at end of year	 <u>\$ 205,223</u>

Gains and losses in excess of 10% of the greater of the benefit obligation and the fair value of assets are amortized over the average remaining service period of active participants.

Assumptions

Weighted-average assumptions used to determine Benefit Obligations at June 30, 2015:

Discount rate 4.25%

Assumed health care cost trend rates have a significant effect on the amounts reported for health care plans. A 1% change in assumed health care cost trend rates would have the following effects:

	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on total of service and interest cost components of net periodic postretirement health care benefit cost	<u>\$ 2,370</u>	<u>\$ 2,281</u>
	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on the health care component of the accumulated postretirement benefit obligation	<u>\$ 54,624</u>	<u>\$ 52,343</u>

Weighted-average assumptions used to determine Net Periodic Benefit Cost at June 30, 2015:

Discount rate 4.25%

Cash Flows

Estimated Future Benefit Payments:

2015 – 2016	\$ 14,300
2016 – 2017	14,900
2017 – 2018	15,500
2018 – 2019	16,200
2019 – 2020	2,300
2020 – 2025	<u>11,300</u>

Expected contribution for next fiscal year: \$ 14,300

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (64,806)
Net actuarial gain or (loss) arising during the year	287
Increase from current year service and interest cost	(2,325)
Contributions made during the year	<u>13,375</u>

Balance sheet liability at end of year \$ (53,469)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (167,578)
Net actuarial (gain) arising during the year	(287)
Reclassification from amortization of net actuarial loss recognized during the year	<u>16,110</u>

Unrestricted net assets not yet classified as NPBC  
at end of year \$ (151,755)

Reconciliation of Accrued Costs:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(151,755)</u>

Unrestricted net assets not yet classified as NPBC  
at end of year \$ (151,755)

Unrestricted Net Assets Expected to be Reclassified as Net  
Postretirement Benefit Cost in Next Fiscal Year:

Recognition of amortization of net Actuarial Loss in next fiscal year's expense	<u>\$ 16,110</u>
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NOTE 10 COMMITMENTS AND CONTINGENCIES

The Center held deposits with TD Bank North totaling \$6,649,316 as of June 30, 2015. Of this amount \$305,091 is in excess of FDIC coverage of \$250,000 and collateralized Federal repurchase agreements totaling \$6,094,224 as of June 30, 2015.

The Foundation held investments with LPL Financial totaling \$2,533,483 as of June 30, 2015. Of this amount \$2,033,483 is in excess of SIPC coverage of \$500,000 and is uninsured.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 11 RELATED PARTY TRANSACTIONS

Amoskeag Residences, Inc. was formed by the Mental Health Center of Greater Manchester, Inc. The board of directors for Amoskeag Residences, Inc. is comprised of members of management from the Center. Included in accounts receivable as of June 30, 2015 is \$6,422 due to the Center from Amoskeag Residences, Inc. The Mental Health Center of Greater Manchester, Inc. is reimbursed for services it provides to Amoskeag Residences, Inc., such as bookkeeping services, insurance coverage, and repairs and maintenance services. The amounts for the years ended June 30, 2015 are as follows:

Billed	<u>\$ 65,258</u>
Reimbursed	<u>\$ 66,487</u>

NOTE 12 INVESTMENTS

Investments are presented in the combining financial statements at market value as follows:

	<u>Cost</u>	<u>Market</u>
Cash and Cash Equivalents	\$ 32,525	\$ 32,525
Marketable Equity Securities	<u>2,458,924</u>	<u>2,500,958</u>
<b>TOTAL</b>	<u>\$ 2,491,449</u>	<u>\$ 2,533,483</u>

Investment return consisted of the following:

Advisory Fees	\$ (15,857)
Net realized gain	192,862
Change in Fair Market Value - Net unrealized loss	<u>(250,621)</u>
<b>TOTAL INVESTMENT LOSS</b>	<u>\$ (73,616)</u>

NOTE 13 FAIR VALUE MEASUREMENTS

The Foundation's investments are reported at fair value in the accompanying statement of net assets available for benefits. The methods used to measure fair value may produce an amount that may not be indicative of net realizable or reflective of future fair values. Furthermore, although the Foundation believes its valuations methods are appropriate and consistent with other market participant, the use of different methodologies or assumptions to measure the fair value of certain financial instruments could result in a different fair value at the reporting date.

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quotes prices in active markets for identical assets and have the highest priority, and Level 3 inputs are unobservable and have the lowest priority.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 13 FAIR VALUE MEASUREMENTS (continued)

The Foundation uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Foundation measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 input valuation methods are described in detail below and Level 3 inputs were only used when Level 1 or Level 2 inputs were not available.

Level 1 Fair Value Measurements

The fair value of mutual funds, equities and options are valued at the daily closing price as reported by the fund. Mutual funds, equities and options held by the Foundation are open-end and are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The investments held by the Foundation are deemed to be actively traded.

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2015. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>06/30/15</u>	<u>Quoted Price In Active Markets For Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Cash and Cash Equivalents	\$ 32,525	\$ 32,525	\$ -	\$ -
Mutual Funds:				
Nontraditional Bond	220,508	220,508	-	-
Diversfied Emerging Mkts	72,476	72,476	-	-
Conservative Allocation	138,374	138,374	-	-
Intermediate - Term Bond	249,872	249,872	-	-
Foreign Large Blend	238,087	238,087	-	-
Large Growth	168,317	168,317	-	-
Multsector Bonds	225,919	225,919	-	-
Large Value	74,531	74,531	-	-
Large Blend	643,460	643,460	-	-
Mid-Cap Value	94,256	94,256	-	-
Health	237,045	237,045	-	-
Intermediate Government	138,113	138,113	-	-
Total	<u>\$ 2,533,483</u>	<u>\$ 2,533,483</u>	<u>\$ -</u>	<u>\$ -</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 14 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2015 is as follows:

Due from clients	53 %
Managed medicaid	13
Medicaid	16
Medicare	6
Other insurance	<u>12</u>
	<u>100 %</u>

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center and Foundation has evaluated subsequent events through October 14, 2015, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2015, have been incorporated into these basic financial statements herein.



**SUPPLEMENTARY INFORMATION**

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
ANALYSIS OF ACCOUNTS RECEIVABLE  
For the Year Ended June 30, 2015

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 3,768,469	\$ 6,150,670	\$ (4,924,209)	\$ 460,150	\$ 4,534,780
MANAGED MEDICAID	1,715,878	17,717,052	(3,941,232)	14,357,210	1,134,488
MEDICAID	1,401,476	8,872,654	(4,183,941)	4,784,611	1,305,578
MEDICARE	490,783	3,385,847	(2,292,830)	1,067,172	516,628
OTHER INSURANCE	1,033,555	2,892,131	(593,171)	2,318,684	1,013,831
ALLOWANCE	<u>(4,918,837)</u>	<u>-</u>	<u>(1,132,084)</u>	<u>-</u>	<u>(6,050,921)</u>
TOTAL	<u>\$ 3,491,324</u>	<u>\$ 39,018,354</u>	<u>\$(17,067,467)</u>	<u>\$ 22,987,827</u>	<u>\$ 2,454,384</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES  
For the Year Ended June 30, 2015

	(Deferral) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	(Deferral) From BBH End of Year
CONTRACT YEAR, June 30, 2015	\$ (9,959)	\$ 1,684,375	\$ (1,692,657)	\$ (18,241)

Analysis of Receipts: <u>Date of Receipt/Deposit</u>	<u>Amount</u>
07/01/14	\$ 1,770
08/04/14	7,397
08/26/14	417,249
09/03/14	14,942
09/19/14	101,583
10/08/14	14,842
10/15/14	885
11/06/14	116,751
11/19/14	102,697
12/18/14	37,098
12/26/14	101,583
01/23/15	101,583
01/28/15	885
02/10/15	1,015
02/12/15	14,115
02/25/15	102,474
02/17/15	13,386
03/10/15	154,483
04/02/15	116,571
04/23/15	885
05/08/15	119,422
06/01/15	112,315
06/09/15	6,700
06/22/15	15,816
06/30/15	<u>16,210</u>
	 <u>\$ 1,692,657</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES  
For the Year Ended June 30, 2015

	<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Child/ Adol.</u>	<u>Elderly Services</u>	<u>Emergency Services</u>
<b>PROGRAM SERVICE FEES</b>						
Net Client Fees	\$ 575,098	\$ -	\$ 575,098	\$ (27,721)	\$ 42,700	\$ 177,156
HMO's	1,083,073	-	1,083,073	204,429	10,821	118,862
Blue Cross/Blue Shield	1,420,772	-	1,420,772	224,533	21,983	202,244
Medicaid	17,257,718	-	17,257,718	5,225,665	269,937	283,437
Medicare	1,225,890	-	1,225,890	147	181,640	33,855
Other Insurance	304,821	-	304,821	96,597	3,608	63,134
Other Program Fees	83,515	-	83,515	4,810	(547)	1,735
Sub-total	<u>21,950,887</u>	<u>-</u>	<u>21,950,887</u>	<u>5,728,460</u>	<u>530,142</u>	<u>880,423</u>
<b>PUBLIC SUPPORT</b>						
United Way	32,900	-	32,900	-	-	-
<b>LOCAL/COUNTY GOVERNMENT</b>						
Donations/Contributions	278,147	-	278,147	-	-	-
Div. Alc/Drug Abuse Prev	2,938	-	2,938	2,938	-	-
Div. for Children, Youth & Families	3,540	-	3,540	3,540	-	-
<b>FEDERAL FUNDING</b>						
PATH	40,121	-	40,121	-	-	40,121
CARE NH Contracts	300	-	300	-	-	-
OTHER FEDERAL GRANTS	-	-	-	-	-	-
RENTAL INCOME	142,493	-	142,493	-	-	-
INTEREST INCOME	3,227	-	3,227	-	-	-
<b>BBH</b>						
Bureau of Behavioral Health	1,635,714	-	1,635,714	-	-	440,883
Other BBH	5,000	-	5,000	-	-	-
OTHER REVENUES	<u>1,364,094</u>	<u>-</u>	<u>1,364,094</u>	<u>25,595</u>	<u>326</u>	<u>340,290</u>
Sub-total	<u>3,508,474</u>	<u>-</u>	<u>3,508,474</u>	<u>32,073</u>	<u>326</u>	<u>821,294</u>
<b>TOTAL PROGRAM REVENUES</b>	<u>\$ 25,459,361</u>	<u>\$ -</u>	<u>\$ 25,459,361</u>	<u>\$ 5,760,533</u>	<u>\$ 530,468</u>	<u>\$ 1,701,717</u>

<u>Vocational Services</u>	<u>Non - Eligibles</u>	<u>Multi. Service Team</u>	<u>Respite</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-BBH</u>
\$ 15,318	\$ 91,324	\$ (74,256)	\$ 3,017	\$ 187,873	\$ 20,532	\$ 16,125	\$ -	\$ 123,030
-	274,740	231,629	-	242,578	-	-	-	14
-	370,007	370,861	-	231,144	-	-	-	-
521,559	255,592	8,329,529	(685)	1,131,815	444,502	796,367	-	-
36	126,615	883,727	-	(25)	(104)	(1)	-	-
-	73,414	55,392	-	12,674	-	-	-	2
(212)	49,812	21,827	-	6,652	-	(562)	-	-
<u>536,701</u>	<u>1,241,504</u>	<u>9,818,709</u>	<u>2,332</u>	<u>1,812,711</u>	<u>464,930</u>	<u>811,929</u>	<u>-</u>	<u>123,046</u>
-	32,900	-	-	-	-	-	-	-
-	80,000	-	-	-	-	-	-	198,147
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	300	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	1,596	-	-	136,038	-	4,859
-	-	-	-	-	-	-	-	3,227
-	-	446,078	-	675,000	10,753	-	63,000	-
-	-	5,000	-	-	-	-	-	-
261	8,015	99,018	-	1,097	192	5,412	46	883,842
<u>261</u>	<u>121,215</u>	<u>550,096</u>	<u>1,596</u>	<u>676,097</u>	<u>10,945</u>	<u>141,450</u>	<u>63,046</u>	<u>1,090,075</u>
<u>\$ 536,962</u>	<u>\$ 1,362,719</u>	<u>\$ 10,368,805</u>	<u>\$ 3,928</u>	<u>\$ 2,488,808</u>	<u>\$ 475,875</u>	<u>\$ 953,379</u>	<u>\$ 63,046</u>	<u>\$ 1,213,121</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
STATEMENT OF FUNCTIONAL EXPENSES  
For the Year Ended June 30, 2015

	Total Agency	Total Admin.	Total Programs	Child/ Adol.	Elderly Services	Emergency Services
<b>PERSONNEL COSTS</b>						
Salary and Wages	\$ 15,819,757	\$ 1,542,247	\$ 14,277,510	\$ 2,608,218	\$ 191,438	\$ 1,188,613
Employee Benefits	3,352,724	328,904	3,023,820	604,104	35,753	207,182
Payroll Taxes	<u>1,162,301</u>	<u>111,086</u>	<u>1,051,215</u>	<u>195,428</u>	<u>15,457</u>	<u>81,432</u>
Sub-total	<u>20,334,782</u>	<u>1,982,237</u>	<u>18,352,545</u>	<u>3,407,750</u>	<u>242,648</u>	<u>1,477,227</u>
<b>PROFESSIONAL FEES</b>						
Client Evaluations/Services	349,271	226,313	122,958	(2,646)	2,974	6,730
Audit Fees	40,499	3,843	36,656	6,922	1,434	1,964
Legal Fees	32,153	1,297	30,856	1,075	218	207
Other Prof. Fees/Consultants	28,389	6,974	21,415	3,638	754	1,032
<b>STAFF DEVELOPMENT &amp; TRAINING</b>						
Journals/Publications	3,605	747	2,858	128	2	3
In-service Training	5,114	348	4,766	269	56	76
Conferences/Conventions	60,905	8,950	51,955	7,774	1,146	2,409
Other Staff Development	16,797	235	16,562	750	-	-
<b>OCCUPANCY COSTS</b>						
Rent	357,616	8,407	349,209	193,769	-	-
Heating Costs	34,571	-	34,571	-	-	-
Other Utilities	256,554	26,098	230,456	11,773	7,936	26,630
Maintenance & Repairs	411,984	25,916	386,068	30,455	10,955	22,669
Other Occupancy Costs	7,816	(19)	7,835	54	9	292
<b>CONSUMABLE SUPPLIES</b>						
Office	179,051	33,495	145,556	20,152	1,439	6,032
Building/Household	66,277	4,764	61,513	4,212	1,044	4,692
Educational/Training	280,377	2,609	277,768	44,671	8,346	6,188
Food	61,041	98	60,943	427	-	62
Medical	62,737	77	62,660	(174)	32	39
Other Consumable Supplies	175,828	20,623	155,205	28,397	5,006	8,211
Depreciation-Equipment	153,798	17,057	136,741	23,868	4,790	9,697
Depreciation-Building	112,538	6,808	105,730	693	5,064	7,848
Equipment Maintenance	8,757	3,665	5,092	702	41	22
Advertising	35,806	12,673	23,133	3,792	886	1,019
Printing	42,755	10,773	31,982	5,982	699	1,842
Telephone/Communication	183,682	24,728	158,954	27,418	4,349	13,524
Postage & Shipping	51,095	28,301	22,794	4,280	887	1,247

Vocational Services	Non - Eligibles	Multi. Service Team	Respite	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-DMH
\$ 243,641	\$ 990,325	\$ 6,361,502	\$ -	\$ 1,350,160	\$ 253,028	\$ 456,745	\$ 46,568	\$ 587,272
51,728	103,893	1,451,032	-	254,417	59,861	125,498	8,803	121,549
19,326	64,502	475,093	-	98,361	18,256	32,397	3,545	47,418
<u>314,695</u>	<u>1,158,720</u>	<u>8,287,627</u>	<u>-</u>	<u>1,702,938</u>	<u>331,145</u>	<u>614,640</u>	<u>58,916</u>	<u>756,239</u>
4,358	15,237	27,456	-	68,331	-	-	4,018	(3,500)
1,134	2,519	13,664	-	4,285	830	2,474	203	1,227
2,934	265	25,099	-	496	87	261	85	129
596	1,324	7,182	-	2,400	436	1,301	106	2,646
2	83	21	-	302	1	723	-	1,593
44	98	531	-	167	32	96	8	3,389
789	1,917	25,673	-	3,389	479	4,193	102	4,084
750	-	7,130	-	3,210	1,975	-	-	2,747
-	98,646	56,794	-	-	-	-	-	-
-	-	-	-	-	-	34,571	-	-
10,597	5,968	70,208	-	53,260	-	33,801	9,751	532
14,605	13,937	109,761	-	119,274	361	50,302	12,781	968
110	17	933	-	1,605	5	4,793	3	14
4,415	18,330	56,075	-	15,332	473	14,109	1,175	8,024
1,378	1,800	10,117	-	27,840	28	9,038	1,230	134
1,861	1,375	160,531	-	16,813	9,441	2,668	148	25,726
352	-	65	-	58,013	-	2,014	-	10
27	50	12,709	-	45,138	17	50	8	4,764
7,702	10,626	57,813	-	16,350	3,163	12,771	1,408	3,758
3,969	8,815	47,638	-	21,558	2,758	8,804	708	4,136
6,762	299	50,407	-	16,070	-	12,225	6,223	139
122	205	1,773	-	1,345	9	788	32	53
588	3,336	7,090	-	2,637	431	1,284	105	1,965
620	6,820	9,792	-	3,842	341	1,017	218	809
8,663	8,466	59,924	-	22,029	972	7,581	4,092	1,936
704	1,558	8,518	-	2,650	513	1,553	125	759

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
STATEMENT OF FUNCTIONAL EXPENSES  
For the Year Ended June 30, 2015

	<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Child/ Adol.</u>	<u>Elderly Services</u>	<u>Emergency Services</u>
TRANSPORTATION						
Staff	211,173	5,974	205,199	36,861	1,230	16,880
Clients	22,877	-	22,877	324	1	72
INSURANCE						
Malpractice & Bonding	73,502	6,778	66,724	12,599	2,610	3,575
Vehicles	11,095	1,053	10,042	1,896	393	538
Comp Property/Liability	140,314	13,316	126,998	23,980	4,967	6,805
MEMBERSHIP DUES	55,053	3,411	51,642	4,438	919	1,259
INTEREST EXPENSE	-		-			
OTHER EXPENDITURES	<u>698,158</u>	<u>4,017</u>	<u>694,141</u>	<u>3,459</u>	<u>716</u>	<u>981</u>
Total Expenditures	24,565,970	2,491,566	22,074,404	3,909,688	311,551	1,629,772
Administration Allocation	<u>-</u>	<u>(2,491,566)</u>	<u>2,491,566</u>	<u>465,299</u>	<u>42,948</u>	<u>190,524</u>
TOTAL PROGRAM EXPENSES	<u>24,565,970</u>	<u>-</u>	<u>24,565,970</u>	<u>4,374,987</u>	<u>354,499</u>	<u>1,820,296</u>
SURPLUS/(DEFICIT)	<u>\$ 893,391</u>	<u>\$ -</u>	<u>\$ 893,391</u>	<u>\$ 1,385,546</u>	<u>\$ 175,969</u>	<u>\$ (118,579)</u>



<u>Vocational Services</u>	<u>Non - Eligibles</u>	<u>Multi. Service Team</u>	<u>Respite</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-DMH</u>
28,396	59	110,058	-	487	1,537	6,677	350	2,664
26	1	16,280	-	2,229	-	3,943	1	-
2,064	4,585	24,873	-	7,800	1,511	4,504	369	2,234
311	690	3,744	-	1,174	227	678	55	336
3,929	8,727	47,342	-	14,845	2,876	8,573	702	4,252
727	1,615	32,885	-	2,747	532	1,623	4,110	787
<u>617</u>	<u>1,258</u>	<u>6,948</u>	<u>-</u>	<u>2,140</u>	<u>415</u>	<u>1,236</u>	<u>181</u>	<u>676,190</u>
423,847	1,377,346	9,356,661	-	2,240,696	360,595	848,291	107,213	1,508,744
<u>48,228</u>	<u>156,199</u>	<u>1,089,548</u>	<u>-</u>	<u>261,743</u>	<u>42,892</u>	<u>107,125</u>	<u>12,769</u>	<u>74,291</u>
<u>472,075</u>	<u>1,533,545</u>	<u>10,446,209</u>	<u>-</u>	<u>2,502,439</u>	<u>403,487</u>	<u>955,416</u>	<u>119,982</u>	<u>1,583,035</u>
<u>\$ 64,887</u>	<u>\$ (170,826)</u>	<u>\$ (77,404)</u>	<u>\$ 3,928</u>	<u>\$ (13,631)</u>	<u>\$ 72,388</u>	<u>\$ (2,037)</u>	<u>\$ (56,936)</u>	<u>\$ (369,914)</u>

See Independent Auditor's Report.

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

BOARD OF DIRECTORS

2015 - 2016  
12-03-15

CHAIR  
Michael Harrington

VICE CHAIR  
Alicia Finn, Ph.D.

SECRETARY  
Leo Simard

TREASURER  
Brian Marquis \*

Jessica Arvanitis

Margo Compagna

Philip Hastings

Jaime Hoebeke

Dia Kalakonas \*

Thomas Lavoie \*

Nicole Ledoux, Lt.

Geoffrey Lundy, MD \*

Chief David Mara

Christina Mellor

Sheila McNeil \*

Elaine Michaud

Theresa Ryan \*

Shannon Sullivan

# William T. Rider

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- Objective** To provide effective leadership in community mental healthcare
- Experience**
- The Mental Health Center of Greater Manchester**  
401 Cypress St Manchester, NH 03103 (603) 668-4111
- 3/2000 to Present: Executive VP, Chief Operating Officer
  - 1/1995 to 2/2000: Director, Community Support Program
  - 7/1987 to 12/1994: Assistant Director Community Support Program
  - 6/1985 to 6/1987: Clinical Case Manager
- Carroll County Mental Health**  
25 West Main St Conway NH 03818
- 4/78 to 5/85: Clinical Case Manager
- New Hampshire Hospital**  
24 Clinton St  
Concord NH 03301
- 10/76 to 4/78: Mental Health Counselor
- Education**
- 2001 to 2002 Franklin Pierce College Concord, NH
- 12 Graduate Credits
- 1972 to 1976 Canisius College Buffalo, NY
- BA Psychology 1976
- Community Activity**
- Granite Pathways: Secretary Board of Directors
- NAMI of NH Member since 1985
- 1992 NAMI Professional of the Year Award

GLENN G. QUINNEY, MSW, LICSW

- Experience:** Director, Child and Adolescent Services, The Mental Health Center of Greater Manchester
- 1999 to Present Responsibilities include: leadership in the development and refinement of an integrated system of care to meet the behavioral health needs of children, adolescents and their families; management of a continuum of clinical and case management services for seriously emotionally disturbed children and their families, including all aspects of program development and planning, staffing and recruitment, quality improvement and compliance with state and federal regulations. Member of the Clinical Services Team. Fee for service employment for Bedford Counseling Associates, a division of The Mental Health Center of Greater Manchester, providing outpatient individual and family assessment and treatment for children, adolescents and adults, 2000 to present. Member of many state and local workgroups.
- 1982 to 1999 Director, Child and Adolescent Services, The Mental Health Center of Greater Manchester, Manchester, N.H.  
Responsibilities included: recruiting, training, reviewing, and supervising clinical staff and students; developing and maintaining specialized services for children and adolescents; ensuring compliance with standards of care established for practice by The Mental Health Center, The N. H. Division of Behavioral Health, Medicaid and JCAHO; and performing other administrative functions associated with a large outpatient child and adolescent services division. Fee for service employment in the adult outpatient services division, 1985 to 1988.
- 1978 to 1982 Social Worker, Child and Adolescent Services, The Mental Health Center of Greater Manchester, Manchester, N.H. Provided assessment, crisis intervention, individual, group and family treatment for pre-school, latency and adolescent referrals.
- Education:** M.S.W. Simmons College School of Social Work  
Attended 9/75 to 5/78. Graduated 5/78. Selected as Department of Mental Health Fellow.
- B.A. in Social Services. University of New Hampshire  
Attended 9/68 to 5/72. Graduated 5/72, Cum Laude.  
Elected to Phi Beta Kappa and Pi Gamma Mu Honor Societies.
- Licensure:** Licensed Clinical Social Worker in New Hampshire, # 45
- Community** Chair, State Advisory Group for Juvenile Justice, 2000 to 2005 and 2007 to present
- Involvement:** Member, State Advisory Group for Juvenile Justice, 1994 to present  
Board membership: Makin' It Happen, 1999 to 2005

**Patricia Carty, MS, CCBT**  
**Director of Community Support Services**

**Job Description**

Performs a wide range of administrative and clinical duties in order to develop and maintain clinical programs and services for long-term psychiatric clients assigned to Community Support Services. Supervisor for Dialectical Behavior and Cognitive Behavior Therapy programs and staff.

**Education**

<b>Degree Awarded</b>	<b>Institution</b>	<b>Major Area of Study</b>	<b>Year Awarded</b>
MS	Springfield College Manchester, NH	Community Psychology	1994
BA	University of Vermont	Psychology	1985

**Work Experience**

*The Mental Health Center of Greater Manchester, Manchester, NH*

- 2000-present: Director of Community Support Services
- 1996-2000: Assistant Director of Community Support Services
- 1990-1996: Assistant Coordinator, Restorative Partial Hospital
- 1987-1990: Counselor, Restorative Partial Hospital
- 1986-1987: Residential Specialist

**Professional Affiliations, Memberships, Licenses and Certifications**

- 1998 Recipient of the Mental Illness Administrator of the Year Award by The National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire DBT treatment program
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- National Association of Cognitive Behavioral Therapists

**Publications**

Co-authored chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality.

Edited by Sederer & Dickey, 2001.

Psychometric Evaluation of trauma and posttraumatic stress disorder assessment in persons with severe mental illness. *Psychology Assessment*. 2001. Vol. 13, No. 1, 110-117.

HIV risk factors among people with severe mental illness in urban and rural areas. *Psychiatric Services*. April 1999.

Trauma and post-traumatic stress disorder in severe mental illness. *Journal of Consulting and Clinical Psychology*. 1998. Vol. 49, No. 10, 1338-1340.

Integrating dialectical behavior therapy into a community mental health program. *Psychiatric Services*. October 1998. Vol. 49, No. 10, 1338-1340.

**QUENTIN ANTHONY TURNBULL**

**CURRICULUM VITAE**

- **PERSONAL INFORMATION**

- **Permanent Address:**

- **Telephone:**

(work) 603-668-4111

- **Social Security Number:**

- **Date of Birth:**

- **Place of Birth:**

- **Citizenship:**

- **Visa Status:**

Permanent resident

- **Marital status:**

Married

- **Health Status:**

Excellent

- **EMPLOYMENT**

Staff Psychiatrist  
**Mental Health Center of Greater Manchester**  
1555 Elm Street  
Manchester  
NH 03101  
7/2001-present

Staff Psychiatrist  
**New Hampshire Hospital**  
36 Clinton Street  
Concord  
NH 03301  
5/2001-7/2001

Staff Psychiatrist  
**Genesis Behavioral Health**  
111 Church Street  
Laconia  
NH 03246  
8/2000-4/2001

- **FELLOWSHIP**

*PGY V year (Geriatric Psychiatry Fellowship)*  
**University of Virginia**  
Department of Psychiatry  
Charlottesville, Virginia  
1999-2000  
under the direction of *Dr Suzanne Holroyd*

- **INTERNSHIP RESIDENCY**

*PGY IV year (Psychiatry)*  
**University of Virginia Medical Center**  
Department of Psychiatry  
Charlottesville, Virginia  
1998-1999  
includes a rotation in Community Psychiatry at the Region 10 CSB (Community Service Board) under the direction of *Dr Moody*

*PGY I-III years (Psychiatry)*  
**Dartmouth-Hitchcock Medical Center**  
Department of Psychiatry  
Lebanon, New Hampshire  
1995-1998  
included a five month rotation through the New Hampshire State Hospital under the direction of *Dr Vidaver* and a year's rotation in Community Psychiatry at the Mental Health Center of Greater Manchester under the direction of *Dr Potenza*

- **INTERNSHIP (SOUTH AFRICA)**

**Baragwanath Hospital**  
Departments of Medicine and Surgery  
Soweto, Gauteng  
Republic of South Africa  
1994

- **MEDICAL SCHOOL**

**University of the Witwatersrand Medical School**  
Parktown, Johannesburg  
Republic of South Africa  
1986-1993

- **DEGREES**

**MBBCh** (Bachelor of Medicine and Bachelor of Surgery)  
conferred 12/01/1993

**BSc Med** (Bachelor of Science in Medicine)  
conferred 05/08/1990

- **AWARDS**

AMA Physician's Recognition Award 1998

University Council Certificate of Merit  
conferred 05/12/1986

Standard Bank University Scholarship

Standard Bank University Scholar of the Year 1984

Rotary International Foreign Exchange Student 1985 (to Medina, Ohio)

- **PROFESSIONAL REGISTRATIONS (SOUTH AFRICA)**

issued by the *South African Medical and Dental Council*

*Student-Intern* number IN 23009\*5 (issued 12/31/1992)

*Intern* number IN 27723 (issued 06/12/1993)

*Medical Practitioner* number MP 0410195 (issued 12/31/1994)

- **PROFESSIONAL REGISTRATIONS (USA)**

issued by the *Commonwealth of Virginia Board of Medicine*

*Medical License* number 0101 058354 (issued 08/07/1998, current, but inactive)

issued by the *New Hampshire Board of Medicine*

*Medical license* number 10459 (issued 11/04/1998, current)

- **US MEDICAL EXAMINATIONS COMPLETED**

*FMGEMS Basic Science* January 1993 (first attempt)

*FMGEMS Clinical Science* July 1993 (first attempt)

*USMLE Part One* June 1997 (first attempt)

*USMLE Part Two* August 1996 (first attempt)

*USMLE Part Three* December 1997 (first attempt)

*ECFMG Certificate* number 0-492-301-7 (with permanent revalidation)

*ABPN (American Board of Psychiatry and Neurology) Part I* November 1999 (first attempt)

*ABPN (American Board of Psychiatry and Neurology) Part II* September 2000 (first attempt)

*ABPN Board certification* no 48990 (exp 12/2010)

- **EXTRACURRICULAR ACTIVITIES**

Travelling, wine tasting and collecting, music collecting



## **CURRICULUM VITAE**

**MICHAEL D McNAMARA, DO, FACN**

### **PERSONAL**

Born: Lowell, Massachusetts

### **PROFESSIONAL LICENSURE AND CERTIFICATION**

Michigan Medical License 1989-2013, Vermont Medical License 1992-2013

Board Certification in Psychiatry – Diplomat of the American College of Osteopathic Neurologists and Psychiatrists 1997, Recertified 2007  
Certificate – 0432

DEA Certificate BM2114560, 1989-Present (2013)  
XM2114560, 2008-Present (2013)

### **EDUCATION**

College: St. Michael's College, Winooski, Vermont, B.A., 1981

Medical School: University of New England College of Osteopathic Medicine, Biddeford, Maine, D.O., 1988

Internship: Michigan Health Center, Detroit, Michigan, 1989

**EDUCATION** (continue)

Psychiatric Residency: Adult Mental Health Hospital, Woodward Avenue, Detroit, Michigan, July 1989-June 1992

**EDUCATIONAL CONFERENCES**

Certified by the American Osteopathic Association for completion of at least 150 CME credit hours for the following three-year cycles: 1992-1994, 1995-1997, 1998-2000, 2001-2004, 2005-2007, 2007-2010, 2011-2013

**PROFESSIONAL MEMBERSHIPS**

American Osteopathic Association

American College of Osteopathic Neurologists and Psychiatrists  
-Elected as Fellow 2009

The Vermont State Association of Osteopathic Physicians and Surgeons

American Psychiatric Association

American Osteopathic Academy of Addiction Medicine

American Association of Geriatric Psychiatry

**POSITIONS**

Psychiatrist for Mental Health Center of Greater Manchester NH      -Start date late Jan 2014

Medical Director for the mental health outpatient clinic operated by North Country Hospital, Northern Vermont Counseling and Psychiatric Services, 9/1/92 to 9/27/13  
Part of layoffs & closing of two medical clinics at North Country Hospital, Newport VT

Clinical Assistant Professor, Dept of Family Medicine, UVM College of Medicine(2005-2012)

President, North Country Hospital Medical Staff (2006-7)

Trustee member, North Country Hospital Board of Trustees (2006 & 2007)

Board Member- American Osteopathic Board of Neurology & Psychiatry  
2009- (2013)

Board Examiner for American College Board of Neurology & Psychiatry,  
Part II Oral Psychiatric Exams, Cherry Hill NJ, 2005, 2006, 2007, 2008, 2009,  
2010,2011,2012,2013

Program Chair (VSAOPS) for annual Vermont State CME conference at Stowe, Vermont  
2002 & 2003

Board Officer VSAOPS 1998-2005

Member of Medical Staff, North Country Hospital Medical Staff 9/92 to 9/27/13

Officer Medical staff executive committee North Country Hospital 2002-2007

Chairman of the Ethics Committee at North Country Hospital 1993-1996

Member of the North Country Hospital Ethics Committee 1992- (2013)

Member of Pharmaceutical, Therapeutic and Treatment Medical Staff Committee at  
North Country Hospital, 1992- 2008

Psychiatric Consultant to Northeast Kingdom Community Action Alcohol and Drug  
Rehabilitation Program, 1995-1997

Vermont Member of the House Delegates of the American Osteopathic Association  
Chicago, Illinois July 2003, 2004, 2005, 2006, 2007, 2008, 2009,2010,2011,2012,2013

**CLINICAL INTERSTS**

Psychopharmacology, Anxiety Disorders, Consult Liaison Psychiatry,  
Geriatric Psychiatry, Addiction Medicine

**REFERENCES**

Claudio Fort  
CEO North Country Hospital, Newport Vermont  
802-334-3201 work phone

Dr. Donna Kiley MD  
Psychiatrist at Howard Mental Health Center, Burlington Vermont  
802-488-6200 work phone

Maureen Curley PhD. PMHCNS, BC  
Assistant Professor, University of Florida  
Director of training program for psychiatric NP's at UFL  
352-273-6417 work phone

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

Contractor Name: The Mental Health Center of Greater Manchester

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
William Rider	President / CEO	\$128,060	0.47%	\$600
Glen Quinney	Director, Child & Adolescent Svcs	\$79,602	1.51%	\$1,200
Patricia Carty	Director, Community Support Svcs	\$87,452	1.37%	\$1,200
Quintin Turnbull	Vice President / CMO	\$198,051	1.06%	\$2,100
Michael McNamara	Associate Medical Director	\$194,272	1.08%	\$2,100
				\$7,200.0

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4/31



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-3958 1-800-852-3345 Ext. 3958
Fax: 603-271-4934 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

April 16, 2015

APPROVED F/C [X]
DATE
APPROVED G&C # 31
DATE 5/27/15
NOT APPROVED

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 each State Fiscal Year for a total of \$60,000. The Agreements are effective date of Governor and Executive Council approval through June 30, 2016. 100% Other Funds.

Table with 2 columns: VENDOR, LOCATION. Row 1: The Mental Health Center of Greater Manchester, Manchester, NH

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts between state fiscal years without further approval from Governor and Executive Council, if needed and justified.

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

Table with 5 columns: Fiscal Year, Class/Account, Class Title, Job Number, Total Amount. Rows for SFY 2015, SFY 2016, and a Total row.

## EXPLANATION

This request seeks approval for the second (2<sup>nd</sup>) of eight (8) agreements that will ensure the provisions of outpatient mental health and/or substance abuse counseling services, to New Hampshire residents living with Human Immunodeficiency Virus, statewide. Funds in this agreement will be used to pay for mental health and/or substance abuse counseling to enrolled NH Ryan White CARE Program clients on an individual, case-by-case, as needed basis. The Department intends to submit the other six (6) agreements at a later date.

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,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner



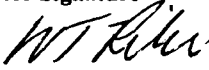
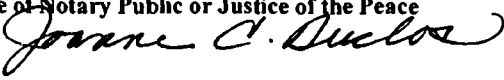

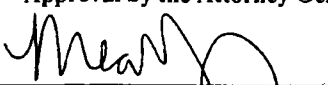
Subject: New Hampshire Ryan White CARE Program

**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> The Mental Health Center of Greater Manchester		<b>1.4 Contractor Address</b> 401 Cypress Street Manchester, NH 03103	
<b>1.5 Contractor Phone Number</b> 603-668-4111 ext 4157	<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> \$60,000
<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> William Rider, President and Chief Executive Officer	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/26/15</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> Joanne C. Duclos, Notary Public      Commission Expires: 9/18/18			
<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. Tapscott, Attorney General      On: <u>5/1/15</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.

*WTR*  
*3/26/15*

**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 attached and are incorporated herein by reference. Each

Contractor Initials: WR  
Date: 3/26/15

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 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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.

*WTR.*  
*3/26/15*



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 \$10,000,000 per occurrence, and

*MP*

*3/26/15*



**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 GRANTEEES OTHER THAN INDIVIDUALS**

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

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

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

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:

3/26/15  
Date

William Rider  
Name: William Rider  
Title: President/Chief Executive Officer

WR  
3/26/15



**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:

3/26/15  
Date

William Rider  
Name: William Rider  
Title: President/Chief Executive Officer





**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 (I)(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:

3/26/15  
Date

William Rider  
Name: William Rider  
Title: President/Chief Executive Officer

WR  
Date 3/26/15



**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

*MTB*

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

*3/29/15*

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:

3/26/15  
Date

William Rider  
Name: William Rider  
Title: President/Chief Executive Officer

Exhibit G

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

Contractor Initials

WR

Date

3/26/15



**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:

3/26/15  
Date

William Rider  
Name: William Rider  
Title: President/Chief Executive Officer



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.

*MLC*

*2/24/15*



**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.

Contractor Name:

3/24/15  
Date

William Rider  
Name: William Rider  
Title: President/Chief Executive Officer



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: 073978280
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

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

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