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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF MEDICAID BUSINESS AND POLICY**

Nicholas A. Toumpas  
 Commissioner

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Kathleen A. Dunn  
 Associate Commissioner

May 20, 2015

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

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health to exercise **sole source** renewals to existing agreements with the vendors listed below, for the continuation of peer support services, by increasing the total price limitation by \$2,829,479 from \$2,759,480 to an amount not to exceed \$5,588,959, and extending the completion date from June 30, 2015 to June 30, 2016, effective July 1, 2015, or the date of Governor and Council approval, whichever is later. These agreements were originally approved by Governor and Council on June 18, 2014, Item #97. Funds are 56% Federal and 44% General.

Summary of contracted amounts by vendor:

Vendor	Location	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
Alternative Life Center	Conway, NH	\$502,514	\$532,026	\$1,034,540
Stepping Stone	Claremont, NH	\$426,737	\$387,095	\$813,832
Lakes Region CAB	Laconia, NH	\$344,630	\$348,128	\$692,758
Monadnock Area PSA	Keene, NH	\$184,017	\$272,865	\$456,882
H.E.A.R.T.S.	Nashua, NH	\$386,264	\$390,828	\$777,092
On The Road To Recovery	Manchester, NH	\$453,109	\$451,607	\$904,716
Seacoast Consumer Alliance	Portsmouth, NH	\$248,574	\$253,572	\$502,146
Tri-City Consumer Co-op	Rochester, NH	\$213,635	\$193,358	\$406,993
<b>Total</b>		<b>\$2,759,480</b>	<b>\$2,829,479</b>	<b>\$5,588,959</b>

2. Contingent upon approval of Requested Action #1, authorize an advance payment of up to a maximum of one-twelfth of the contract price limitation, to each vendor, to pay for upcoming monthly expenses. Waiting for payment may create a hardship for these vendors as these contracts represent the only revenue source aside from limited rental and donation income these vendors receive.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 20, 2015  
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Funds are anticipated to be available in State Fiscal Years 2016 and 2017, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attachment for financial details.

### EXPLANATION

This a **sole source** request because the Department inadvertently neglected to add language to the original contracts that would allow the option to offer a one year extension to these competitively procured contracts.

Approval of these Amendments will allow the Department to continue to provide community-based education, outreach and other peer support services to adults with long-term and/or severe mental illness. Six contractors will cover one geographic region each, while two contractors will cover two regions each. The community services provided will seek to enhance personal wellness, independence, and recovery by reducing crises due to symptoms of mental illness through skills teaching in wellness self-management, outreach support, assistance in accessing community resources, warm line, and other supports. The eight peer support agency contractors expect to serve a total of 2,440 consumers during fiscal year 2016.

These Contractors were selected through a competitive bid process.

The Department monitors the peer support agencies through annual quality assurance reviews, monthly meetings, and quarterly financial and statistical reporting. As these contractors have amply demonstrated their ability to provide high-level peer support services in prior years to individuals with mental illness, the Bureau of Behavioral Health requests that these contracts be funded to allow the agencies to continue providing services in the state during fiscal year 2016.

Should Governor and Council determine not to approve this Request, 2,440 persons will lose a valuable support they have come to rely on to manage their symptoms of mental illness. The success of peer support services in facilitating wellness and recovery from mental illness is well established. Some individuals will end up hospitalized, and inevitably many others will end up requiring mental health services from the local community mental health centers - a much more costly alternative to peer support services.

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

Area served: See attached list of NH Mental Health System Cities & Towns by Geographic Region.

Source of funds: 44% General Funds and 56% Federal Funds from United States Department of Health and Human Services, Block Grants for Community Mental Health Services, Catalog of Federal Domestic Award (CFDA) 93.958, and Federal Award Identification Number (FAIN) SM010035-15.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 20, 2015  
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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET  
Peer Support Services**

**05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH,  
MENTAL HEALTH BLOCK GRANT  
SFY 2016 - 100% Federal Funds**

**Class/Object: 102-0731 Activity Code: 92207143**

<b>ALTERNATIVE LIFE CENTER</b>			
<b>Vendor # 068801</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase / Decrease Amount</b>	<b>Revised Modified Budget</b>
2015	\$278,641		\$278,641
2016	\$0	\$300,868	\$300,868
<b>Subtotal</b>	<b>\$278,641</b>	<b>\$300,868</b>	<b>\$579,509</b>

<b>STEPPING STONE</b>			
<b>Vendor # 157967</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase / Decrease Amount</b>	<b>Revised Modified Budget</b>
2015	\$236,623	\$0	\$236,623
2016	\$0	\$218,908	\$218,908
<b>Subtotal</b>	<b>\$236,623</b>	<b>\$218,908</b>	<b>\$455,531</b>

<b>LAKES REGION CAB</b>			
<b>Vendor # 157060</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase / Decrease Amount</b>	<b>Revised Modified Budget</b>
2015	\$191,095	\$0	\$191,095
2016	\$0	\$196,871	\$196,871
<b>Subtotal</b>	<b>\$191,095</b>	<b>\$196,871</b>	<b>\$387,966</b>



**FINANCIAL DETAIL ATTACHMENT SHEET**  
**Peer Support Services**

<b>MONADNOCK AREA PSA</b>			
Vendor # 157973			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase / Decrease Amount</b>	<b>Revised Modified Budget</b>
2015	\$102,036	\$0	\$102,036
2016	\$0	\$154,309	\$154,309
<b>Subtotal</b>	<b>\$102,036</b>	<b>\$154,309</b>	<b>\$256,345</b>

<b>H.E.A.R.T.S.</b>			
Vendor # 209287			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase / Decrease Amount</b>	<b>Revised Modified Budget</b>
2015	\$214,181	\$0	\$214,181
2016	\$0	\$221,019	\$221,019
<b>Subtotal</b>	<b>\$214,181</b>	<b>\$221,019</b>	<b>\$435,200</b>

<b>ON THE ROAD TO RECOVERY</b>			
Vendor # 158839			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2015	\$251,246	\$0	\$251,246
2016	\$0	\$255,390	\$255,390
<b>Subtotal</b>	<b>\$251,246</b>	<b>\$255,390</b>	<b>\$506,636</b>

<b>SEACOAST CONSUMER ALLIANCE</b>			
Vendor # 157070			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase / Decrease Amount</b>	<b>Revised Modified Budget</b>
2015	\$137,833	\$0	\$137,833
2016	\$0	\$143,399	\$143,399
<b>Subtotal</b>	<b>\$137,833</b>	<b>\$143,399</b>	<b>\$281,232</b>

<b>Tri-County Consumer Co-op</b>			
Vendor # 157797			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase / Decrease Amount</b>	<b>Revised Modified Budget</b>
2015	\$118,459	\$0	\$118,459
2016	\$0	\$109,347	\$109,347
<b>Subtotal</b>	<b>\$118,459</b>	<b>\$109,347</b>	<b>\$227,806</b>
<b>SUB TOTAL</b>	<b>\$1,530,114</b>	<b>\$1,600,111</b>	<b>\$3,130,225</b>

**FINANCIAL DETAIL ATTACHMENT SHEET  
Peer Support Services**

**05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER  
SUPPORT SERVICES**

**SFY 2016 - 100% General Funds**

**Class/Object: 102-0731 Activity Code: 92207011**

<b>ALTERNATIVE LIFE CENTER</b>			
<b>Vendor # 168081</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase / Decrease Amount</b>	<b>Revised Modified Budget</b>
2015	\$223,873	\$0	\$223,873
2016	\$0	\$231,158	\$231,158
<b>Subtotal</b>	<b>\$223,873</b>	<b>\$231,158</b>	<b>\$455,031</b>

<b>STEPPING STONE</b>			
<b>Vendor # 157967</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase / Decrease Amount</b>	<b>Revised Modified Budget</b>
2015	\$190,114	\$0	\$190,114
2016	\$0	\$168,187	\$168,187
<b>Subtotal</b>	<b>\$190,114</b>	<b>\$168,187</b>	<b>\$358,301</b>

<b>LAKES REGION CAB</b>			
<b>Vendor # 157060</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase / Decrease Amount</b>	<b>Revised Modified Budget</b>
2015	\$153,535	\$0	\$153,535
2016	\$0	\$151,257	\$151,257
<b>Subtotal</b>	<b>\$153,535</b>	<b>\$151,257</b>	<b>\$304,792</b>

<b>MONADNOCK AREA PSA</b>			
<b>Vendor # 157973</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase / Decrease Amount</b>	<b>Revised Modified Budget</b>
2015	\$81,981	\$0	\$81,981
2016	\$0	\$118,556	\$118,556
<b>Subtotal</b>	<b>\$81,981</b>	<b>\$118,556</b>	<b>\$200,537</b>

**FINANCIAL DETAIL ATTACHMENT SHEET  
Peer Support Services**

<b>H.E.A.R.T.S.</b>			
Vendor # 209287			
State Fiscal Year	Current Budget	Increase / Decrease Amount	Revised Modified Budget
2015	\$172,083	\$0	\$172,083
2016	\$0	\$169,809	\$169,809
<b>Subtotal</b>	<b>\$172,083</b>	<b>\$169,809</b>	<b>\$341,892</b>

<b>ON THE ROAD TO RECOVERY</b>			
Vendor # 158839			
State Fiscal Year	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2015	\$201,863	\$0	\$201,863
2016	\$0	\$196,217	\$196,217
<b>Subtotal</b>	<b>\$201,863</b>	<b>\$196,217</b>	<b>\$398,080</b>

<b>SEACOAST CONSUMER ALLIANCE</b>			
Vendor # 157070			
State Fiscal Year	Current Budget	Increase / Decrease Amount	Revised Modified Budget
2015	\$110,741	\$0	\$110,741
2016	\$0	\$110,173	\$110,173
<b>Subtotal</b>	<b>\$110,741</b>	<b>\$110,173</b>	<b>\$220,914</b>

<b>Tri-County Consumer Co-op</b>			
Vendor # 157797			
State Fiscal Year	Current Budget	Increase / Decrease Amount	Revised Modified Budget
2015	\$95,176	\$0	\$95,176
2016	\$0	\$84,011	\$84,011
<b>Subtotal</b>	<b>\$95,176</b>	<b>\$84,011</b>	<b>\$179,187</b>
<b>SUB TOTAL</b>	<b>\$1,229,366</b>	<b>\$1,229,368</b>	<b>\$2,458,734</b>

<b>TOTAL</b>	<b>\$2,759,480</b>	<b>\$2,829,479</b>	<b>\$5,588,959</b>
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## New Hampshire Peer Support Centers Cities & Towns by Geographic Region

**Region I**  
**The Alternative Life Center**

Albany  
Bartlett  
Bath  
Benton  
Berlin  
Bethlehem  
Brookfield  
Carroll  
Chatham  
Clarksville  
Colebrook  
Columbia  
Conway  
Dalton  
Dixville  
Dummer  
Easton  
Eaton  
Effingham  
Errol  
Franconia  
Freedom  
Gorham  
Hart's Location  
Haverhill  
Jackson  
Jefferson  
Lancaster  
Landaff  
Lincoln  
Lisbon  
Littleton  
Lyman  
Madison  
Milan  
Monroe  
Moultonborough  
Northumberland  
Ossipee  
Piermont  
Pittsburg  
Randolph  
Sandwich  
Shelburne  
Stark  
Stewartstown  
Stratford  
Sugar Hill  
Tamworth  
Tuftonboro  
Wakefield  
Warren  
Waterville  
Wentworth Location  
Whitefield  
Wolfeboro  
Woodstock

**Region II**  
**The Stepping Stone Drop-In Center Assn.**

Acworth  
Canaan  
Charlestown  
Claremont  
Cornish  
Croydon  
Dorchester  
Enfield  
Goshen  
Grafton  
Grantham  
Hanover  
Langdon  
Lebanon  
Lempster  
Lyme  
Newport  
Orange  
Orford  
Plainfield  
Springfield  
Sunapee  
Unity  
Washington

**Region III**  
**Lakes Region Consumer Advisory Board  
DBA CornerBridge**

Alexandria  
Alton  
Ashland  
Barnstead  
Belmont  
Bridgewater  
Bristol  
Campton  
Center Harbor  
Ellsworth  
Gilford  
Gilmanton  
Groton  
Hebron  
Holderness  
Laconia  
Meredith  
New Hampton  
Plymouth  
Rumney  
Sanbornton  
Thornton  
Tilton  
Wentworth

**Region VI**  
**Lakes Region Consumer Advisory Board, Concord Peer Support Site**

Allenstown  
Andover  
Boscawen  
Bow  
Bradford  
Canterbury  
Chichester  
Concord  
Danbury  
Deering  
Dunbarton  
Epsom  
Franklin  
Henniker  
Hill  
Hillsboro  
Hopkinton  
Loudon  
New London  
Newbury  
Northfield  
Pembroke  
Pittsfield  
Salisbury  
Sutton  
Warner  
Weare  
Webster  
Wilmot  
Windsor

**Region V**  
**Monadnock Area Peer Support Agency**

Alstead  
Antrim  
Bennington  
Chesterfield  
Dublin  
Fitzwilliam  
Francestown  
Gilsum  
Greenville  
Hancock  
Harrisville  
Hinsdale  
Jaffrey  
Keene  
Lyndeborough  
Marlborough  
Marlow  
Nelson  
New Ipswich  
Peterborough  
Richmond  
Rindge  
Roxbury  
Sharon  
Stoddard  
Sullivan  
Surry  
Swanzey  
Temple  
Troy  
Walpole  
Westmoreland  
Wilton  
**Winchester**

**Region VI**  
**HEARTS Peer Support Center of Greater Nashua  
Region VI**

Amherst  
Brookline  
Hollis  
Hudson  
Litchfield  
Mason  
Merrimack  
Milford  
Mont Vernon  
Nashua

**Region VII**  
**On The Road To Recovery, Inc. - Manchester**

Auburn  
Bedford  
Candia  
Goffstown  
Hooksett  
Londonderry  
Manchester  
New Boston

**Region VIII**  
**Seacoast Consumer Alliance Peer Support Agency, Inc.**

Brentwood  
Deerfield  
East Kingston  
Epping  
Exeter  
Fremont  
Greenland  
Hampton  
Hampton Falls  
Kensington  
Kingston  
New Castle  
Newfields  
Newington  
Newmarket  
North Hampton  
Northwood  
Nottingham  
Portsmouth  
Raymond  
Rye  
Seabrook  
South Hampton  
Stratham

**Region IX**  
**Tri-City Consumer's Action Co-operative**

Barrington  
Dover  
Durham  
Farmington  
Lee  
Madbury  
Middleton  
Milton  
New Durham  
Rochester  
Rollinsford  
Somersworth  
Strafford

**Region X**  
**On The Road To Recovery, Inc. - Derry**

Atkinson  
Chester  
Danville  
Derry  
Hampstead  
Newton  
Pelham  
Plaistow  
Salem  
Sandown  
Windham



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

Nicholas A. Toumpas  
Commissioner

Diane Langley  
Director

Sheri Rockburn  
Director

BUREAU OF BEHAVIORAL HEALTH

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5000 1-800-852-3345 Ext. 5000  
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6/18/14 F

May 12, 2014

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

45% GF  
55% Fed

Requested Action

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health to enter into Agreements with vendors to provide peer support services in an amount not to exceed \$2,759,480 in the aggregate, effective July 1, 2014, or the date of Governor and Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

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

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

05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES (100% General Funds)

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

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

### **Explanation**

This package includes 8 of the 8 contracts the Bureau of Behavioral Health has negotiated with the Peer Support Agencies for a total of \$2,759,480. This represents the complete procurement of peer support services for state fiscal year 2015.

The Contractors above will provide community-based education, outreach and other peer support services to adults with long-term and/or severe mental illness. Six contractors will cover one geographic region each, while two contractors will cover two regions each. The community services provided will seek to enhance personal wellness, independence, and recovery by reducing crises due to symptoms of mental illness through skills teaching in wellness self-management, outreach support, assistance in accessing community resources, warm line, and other supports. The eight peer support agency contractors expect to serve a total of 2,293 consumers during fiscal year 2015.

A legal notice seeking proposals to provide peer support services in all 10 geographic regions was published on the Department of Health and Human Services website from March 17, 2014 to April 21, 2014. An option in the request for proposals allowed for a one-year renewal pending the availability of funding, the agreement of the parties, and approval by Governor and Council. A competitive review process was utilized to evaluate all proposals submitted by the deadline. Participants in the review process included Department of Health and Human Services staff from the Bureau of Behavioral Health and the Bureau of Improvement and Integrity. This process involved an assessment of the proposal submitted including an evaluation of staff education, training and experience, program descriptions, scope of services, statistical projections, and the financial plan. The contractors above were the only respondents and all scored above the minimum score of 65 points.

The Bureau of Behavioral Health monitors the peer support agencies through annual quality assurance reviews, monthly meetings, and quarterly financial and statistical reporting. As these contractors have amply demonstrated their ability to provide high-level peer support services in prior years to individuals with mental illness, the Bureau of Behavioral Health requests that these contracts be funded to allow the agencies to continue providing services in the state during fiscal year 2015.

Should Governor and Council determine not to approve this Request, 2,293 persons will lose a valuable support they have come to rely on to manage their symptoms of mental illness. The success of peer support services in facilitating wellness and recovery from mental illness is well established. Some individuals will end up hospitalized, and inevitably many others will end up requiring mental health services from the local community mental health centers - a much more costly alternative to peer support services.

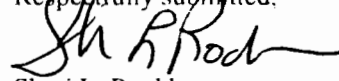
Any advance payments initiated under these contracts will only be approved after an extensive financial review has determined their necessity to assure continuity of programs and services to clients.

Area served: Statewide.

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

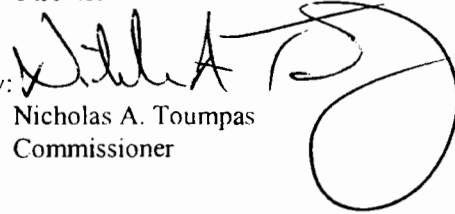
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Sheri L. Rockburn  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**BUREAU OF BEHAVIORAL HEALTH  
STATE FISCAL YEAR 2015 PEER SUPPORT AGENCY (8) CONTRACTS  
FINANCIAL DETAIL**

**05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES (100% General Funds)**

**The Alternative Life Center (Vendor number 168081)**

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

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

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

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

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

**Monadnock Area Peer Support Agency (Vendor number 157973)**

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

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

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

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

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

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

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

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

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

<b>Subtotal</b>	<b>\$1,229,367</b>
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**05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH,  
MENTAL HEALTH BLOCK GRANT (100% Federal Funds)**

<b>The Alternative Life Center (Vendor number 168081)</b>			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$278,641
<b>The Stepping Stone Drop-In Center Association (Vendor number 157967)</b>			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$236,623
<b>Lakes Region Consumer Advisory Board (Vendor number 157060)</b>			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$191,095
<b>Monadnock Area Peer Support Agency (Vendor number 157973)</b>			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$102,036
<b>H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Vendor number 209287)</b>			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$214,181
<b>On The Road To Recovery, Inc. (Vendor number 158839)</b>			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$251,246
<b>Seacoast Consumer Alliance Peer Support Center (Vendor number 157070)</b>			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$137,833
<b>Tri-City Consumers' Action Co-operative (Vendor number 157797)</b>			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207143	\$118,459
	<b>Subtotal</b>		<b>\$1,530,113</b>
	<b>Total</b>		<b>\$2,759,480</b>

**FY 2015 PSA Proposal Final Ranking Sheet**

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

CRISIS RESPITE SECTION ONLY PROPOSAL FINAL SCORES													
RANKING *	TOTAL SCORE	AGENCY	RFP SECTION										
			A	B	C	D	E						
		MAX PTS POSSIBLE PER SECTION	40	15	10	5	30						
1	90.40	Stepping Stone	36.80	14.20	9.40	5.00	25.00						
4	89.30	Alternative Life Center	36.20	11.80	8.80	5.00	27.50						
5	86.60	HEARTS	34.00	10.20	8.40	4.50	29.50						
3	82.50	TriCity Coop	32.25	11.50	7.50	4.50	26.75						
6	72.80	Monadnock Peer Support Agency	31.00	6.00	7.80	5.00	21.00						

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

**Peer Support RFP Sections**

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

**Peer Support Crisis Respite/Transitional Housing Program Sections**

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

**Review Team Members**

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

- (Minus Statistical/Financial Review - Sections H, & I)
- (Minus Statistical/Financial Review - Sections H, & I)
- (Minus Statistical/Financial Review - Sections H, & I)



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

This first Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated May 18, 2015, 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 Alternative Life Center (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 6 Main Street, Conway, NH, 03818.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #97) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by one (1) year and increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to June 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$1,034,540.
4. Delete in its entirety, Exhibit A Scope of Work FY 15 and replace with Exhibit A Amendment #1, Scope of Work.
5. Delete in its entirety, Memorandum of Understanding FY 2015.
6. Add Exhibit A-1 Statistics
7. Delete in its entirety, Exhibit B Methods of Payment FY 15 and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
8. Add Exhibit B-2, Budget Form
9. Add Exhibit B-3, Budget Form A – Revenue and Expense Report



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10. Add Exhibit B-4, Budget Form C - Capital Expenditure Report
  11. Delete in its Entirety Exhibit C Special Provisions FY 2015 and replace with Exhibit C Amendment #1 Special Provisions.
  12. Add Exhibit C-1, Revisions to General Provisions.
  13. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, by extending the end date to June 30, 2016.
  14. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to June 30, 2016.
  15. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
  16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

New Hampshire Department of Health and Human Services  
Peer Support 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,

State of New Hampshire  
Department of Health and Human Services

5/28/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

The Alternative Life Center

5/19/15  
Date

Robert C. Randall Vice President  
NAME ROBERT C. RANDALL  
TITLE VICE PRESIDENT

Acknowledgement:

State of New Hampshire County of CARROLL on 5.19.15, before the undersigned officer, personally appeared the person identified above, who acknowledged himself/herself to be the Vice President, 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

Donnie L. Hayes  
Name and Title of Notary Public or Justice of the Peace

DONNIE L. HAYES  
Notary Public - New Hampshire  
My Commission Expires February 6, 2018

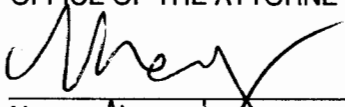
New Hampshire Department of Health and Human Services  
Peer Support Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/3/15

  
Name: Mary Kay  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

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



Exhibit A Amendment #1

Scope of Services

**I. PEER SUPPORT SERVICES**

**1. Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages, Exhibit A-1 Statistics. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

**2. Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

**3. State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

**4. Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

**5. Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

**6. Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

**7. Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

**8. Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

**8.1.** Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

**8.2.** Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

**8.3.** The Contractor shall obtain and provide the following training for staff on an annual basis:

**8.3.1.** Peer Support;

**8.3.2.** Warmline;

**8.3.3.** Facilitating Peer Support Groups;

**8.3.4.** Sexual Harassment; and

**8.3.5.** Member Rights.

**8.4.** The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.



Exhibit A Amendment #1

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

8.4.2.1. Staff Development;

8.4.2.2. Supervision;

8.4.2.3. Performance Appraisals;

8.4.2.4. Employment Practices

8.4.2.5. Harassment;

8.4.2.6. Program Development;

8.4.2.7. Complaints and the Complaint Process; and

8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

**9. Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

**10. Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

**11. Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

**12. Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

**13. Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;

13.1.2. Outreach;

13.1.3. Individual Peer Assistance;

13.1.4. Telephone Support during business hours;

13.1.5. A monthly Newsletter;





Exhibit A Amendment #1

- 13.1.6. Wellness Training;
  - 13.1.7. Community Education; and
  - 13.1.8. Monthly Educational Events to members.
- 13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.
- 13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.
- 13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.
- 13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.
- 13.6. Peer Support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.
- 13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.
- 13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.
- 13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.
- 13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.
- 13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.
- 13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.
- 13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.
- 13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.
- 13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.
- 13.16. State Fiscal Year means the period from July 1 through June 30.
- 13.17 Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.

14. **Board of Director Criteria:** The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:



Exhibit A Amendment #1

- 14.1. BBH Requirements for Board of Directors:** The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.
- 14.2. NH Division of Charitable Trusts Requirements for Board of Directors:** If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.
- 14.3 Board of Director Job Descriptions:** The Board of Director Members and Officers shall have written descriptions outlining their duties.
- 14.4. Board of Director Orientation:** The Board of Directors shall have a documented Orientation Process and Manual.
- 14.5 Board of Director Trainings:** The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.
- 14.6. Board of Director Fiduciary Responsibilities:** The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:
- 14.6.1.** Cash Management including cash receipts, cash disbursements, and petty cash;
  - 14.6.2.** Accounts Payable/Receivable Procedures, payroll, and fixed assets;
  - 14.6.3.** Internal Control Procedures; and
  - 14.6.4.** Expense Reimbursement and Advance Policy.
- 14.7. Open Board of Director Meetings:** Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.
- 14.8 Board of Director Minutes:** The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH or her designee.
- 14.9. Board of Director List:** The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 14.10. Annual Board Elections:** The process and results of annual board elections shall be documented and kept on file at the agency.
- 14.11. Change in Board of Director Membership:** BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH or her designee.
- 15. Planning and Advisory Activities:** The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.
- 16. Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 17. Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.
- 18. Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.



Exhibit A Amendment #1

**19. Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

**20. Changes to Budget Personnel Form B:** The Contractor will complete Budget Personnel Form B, a pre-printed form provided by the Department. The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

**21. DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

**22. Increase the Unduplicated Numbers Served:** In State Fiscal Year 2016, the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported during April 1, 2015 through June 30, 2015. This will be achieved in accordance with the written plan outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in State Fiscal Year 2016 may jeopardize future funding increases.

**23. Purging of Member Lists:** Beginning in State Fiscal Year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

**24. Warm Line Services:** The Contractor shall provide peer support warm line services to geographic region 1 (North Country).

**II. PERFORMANCE DOMAINS**

The Contractor will cooperate with BBH in measuring the Contractor's performance. The Department will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Performance Domain Indications in Section 1 below, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. The Department will notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Domain Indicators, the Department will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor will work with the Department to develop solution plans to assist the Contractor in achieving compliance.



Exhibit A Amendment #1

1. Performance Domain Indicators

A. **FISCAL DOMAIN**

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. **Current Ratio**

**Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.

**Formula:** Total current assets divided by total current liabilities.

**Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. **Accounts Payable**

**Definition:** The Contractors timeliness in paying invoices.

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

3. **Budget Management**

**Definition:** Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

**Formula:** **(Revenues)** Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

**Performance Standard:** Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. **COMPLIANCE DOMAIN**

1. **Consumer Control**

**Rationale:** Peer Support Agencies are consumer run and controlled.

**Definition:** Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

**Source of Data:** BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. **Board Of Directors Development**

**Rational:** Members of the Board of Directors understand their roles and responsibilities.

**Definition:** There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

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



**2. REMEDIATION PROCESS**

**A. REMEDATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

**III. PEER OPERATED CRISIS RESPITE PROGRAM**

**1. Crisis Respite Program Description:** The Contractor may provide a peer operated crisis respite program. The program shall provide early intervention for individuals (18) years of age and older who have a mental illness and are experiencing a crisis in the community. The program shall provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization. These interventions are done using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.

**2. Crisis Respite Program Goals and Objectives:** The peer operated crisis respite program shall incorporate the following goals and objectives:

- 2.1. Purpose: Provide crisis respite services that are designed to provide a safe community-based environment and reduce the need for hospitalization.
- 2.2. CMHC Referrals: Develop a referral process to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
- 2.3. Other Peer Support Services: Offer other peer support agency services and supports during the course of stay at the crisis respite program.
- 2.4. Transportation: Provide of transportation to and from the crisis respite program to other community-based appointments.
- 2.5. Assessment: Administer an functional assessment at the time of entry and exit from the program.
- 2.6. Wellness and Recovery: Provide individualized supports with a focus on wellness and recovery. This may include Wellness Recovery Action Plan (WRAP), if applicable.
- 2.7. Return to the Community: Support the individual in returning to participation in community activities, services and supports.
- 2.8. Health Needs: Ensure the individual's health needs are addressed during the course of their stay in the crisis respite program.
- 2.9. Other Community Services: Ensure communication with other service providers involved in the individual's care, with their written consent.

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



Exhibit A Amendment #1

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

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

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

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

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**The Alternative Life Center-Berlin**

**Laura Mekinova/Ellen Tavino**

Agency Name - Site

Prepared By:

**MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

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

77	8	6	5	96
26	2	1	0	29
103	10	7	5	125

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

6	7	6	5	24
1	0	0	1	2

**PSA MEMBERS AND PARTICIPANTS SERVED**

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

40	11	6	5	62
16	4	1	0	21
56	15	7	5	83

**PSA GUESTS SERVED**

- A) Number of Guests (unduplicated)

10	3	3	3	19
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**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

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

49	15	7	5	76
836	900	825	836	3397
11	12	11	11	
37	37	37	37	
7	7	7	7	
44	44	44	44	
76	76	75	78	305
5	5	5	5	
3	3	3	3	

**OUTREACH FACE TO FACE**

- A) Total Number of Face to Face Contacts

2	3	4	5	14
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**DAYTIME TELEPHONE PEER SUPPORT**

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

380	376	370	373	1499
55	60	65	65	245

**WARMLINE**

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

0	0	0	0	0
0	0	0	0	0

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**The Alternative Life Center-Berlin**

**Laura Mekinova/Ellen Tavino**

Agency Name - Site

Prepared By:

**VOCATIONAL**

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

1	2	0	0	3
0	1	0	0	1

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

**CRISIS RESPITE UTILIZATION**

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

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

B) Number of Persons Served (unduplicated)

C) Total Number of Admissions

**TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

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

B) Referral Source:

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

C) Total Number of Transitional Housing bed days per quarter

**PERMANENT HOUSING**

A) Permanent Housing Members Served (Unduplicated)

0	0	0	0	0
0	0	0	0	0

B) Total Number of Permanent Housing bed days utilized by members per quarter

**MONTHLY EVENTS**

A) Monthly Educational Events Y/N

B) Monthly Newsletters Y/N

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

**TRAINING**

**REQUIRED BI-ANNUALLY**

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

0	4	0	0	4
0	0	0	4	4

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

**REQUIRED ANNUALLY**

A) Members/Participants/Staff trained in Warmline (unduplicated)

0	4	0	0	4
0	0	0	4	4
0	0	0	4	4

B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)

C) Members/Participants/Staff trained in Member Rights (Unduplicated)

**AGENCY-OWNED TRANSPORTATION**

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

450	470	475	445	1840
1500	1475	1500	1500	5975

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



**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**The Alternative Life Center-Colebrook**

**Laura Mekinova/Ellen Tavino**

Agency Name - Site

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**MEMBERSHIP**

A1) Members 59 and under

55	8	7	9	79
10	2	1	2	15
<b>65</b>	<b>10</b>	<b>8</b>	<b>11</b>	<b>94</b>

A2) Members 60 and over

A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

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

6	9	7	9	31
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B2) New Members 60 and over (unduplicated within category at end of reporting period)

2	2	1	2	7
---	---	---	---	---

**PSA MEMBERS AND PARTICIPANTS SERVED**

A1) Unduplicated Members/Participants 59 and under (served in all programs)

30	9	7	9	55
----	---	---	---	----

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

11	2	1	2	16
----	---	---	---	----

A3) Unduplicated Members/Participants Served in All Programs

<b>41</b>	<b>11</b>	<b>8</b>	<b>11</b>	<b>71</b>
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**PSA GUESTS SERVED**

A) Number of Guests (unduplicated)

45	0	2	5	52
----	---	---	---	----

**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

A) Visitors (unduplicated members and participants only)

40	11	8	11	70
----	----	---	----	----

B) Total Visit Days (members and participants only)

836	750	760	936	3282
-----	-----	-----	-----	------

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

11	10	10	12	
----	----	----	----	--

D) Number of Daytime Hours Each Week

44	44	44	44	
----	----	----	----	--

E) Number of Evening Hours Each Week

0	0	0	0	
---	---	---	---	--

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

44	44	44	44	
----	----	----	----	--

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

76	75	76	78	305
----	----	----	----	-----

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

6	6	7	6	
---	---	---	---	--

H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

3	3	3	3	
---	---	---	---	--

**OUTREACH FACE TO FACE**

A) Total Number of Face to Face Contacts

6	15	12	10	43
---	----	----	----	----

**DAYTIME TELEPHONE PEER SUPPORT**

A) Total Telephone Peer Support Calls Made

36	35	36	37	144
----	----	----	----	-----

B) Total Telephone Peer Support Calls Received

180	181	183	180	724
-----	-----	-----	-----	-----

**WARMLINE**

A) Total Warmline Telephone Calls Made

0	0	0	0	0
---	---	---	---	---

B) Total Warmline Telephone Calls Received

0	0	0	0	0
---	---	---	---	---

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**The Alternative Life Center-Colebrook**

**Laura Mekinova/Ellen Tavino**

Agency Name - Site

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**VOCATIONAL**

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

0	0	0	0	0
---	---	---	---	---

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

0	0	0	0	0
---	---	---	---	---

**CRISIS RESPITE UTILIZATION**

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

0	0	0	0	0
---	---	---	---	---

B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
---	---	---	---	---

**TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
---	---	---	---	---

b2) Other Hospital

0	0	0	0	0
---	---	---	---	---

b3) Other

0	0	0	0	0
---	---	---	---	---

C) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
---	---	---	---	---

**PERMANENT HOUSING**

A) Permanent Housing Members Served (Unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Total Number of Permanent Housing bed days utilized by members per quarter

0	0	0	0	0
---	---	---	---	---

**MONTHLY EVENTS**

A) Monthly Educational Events Y/N

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

B) Monthly Newsletters Y/N

Y	Y	Y	
---	---	---	--

**TRAINING**

**REQUIRED BI-ANNUALLY**

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

0	4	0	0	4
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	4	4
---	---	---	---	---

**REQUIRED ANNUALLY**

A) Members/Participants/Staff trained in Warmline (unduplicated)

0	4	0	0	4
---	---	---	---	---

B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)

0	0	0	4	4
---	---	---	---	---

C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	0	0	4	4
---	---	---	---	---

**AGENCY-OWNED TRANSPORTATION**

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

200	210	230	210	850
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1400	1420	1430	1420	5670
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**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**The Alternative Life Center-Conway**

**Laura Mekinova/Ellen Tavini**

Agency Name - Site

Prepared By:

**MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

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

90	11	10	11	122
25	0	2	2	29
115	11	12	13	151

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

3	11	10	11	35
0	0	0	2	2

**PSA MEMBERS AND PARTICIPANTS SERVED**

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

30	12	10	12	64
15	0	3	2	20
45	12	13	14	84

**PSA GUESTS SERVED**

- A) Number of Guests (unduplicated)

10	1	2	3	16
----	---	---	---	----

**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

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

45	12	13	15	85
880	948	1014	1170	4012
11	12	13	15	
44	44	44	44	
80	0	0	0	
124	44	44	44	
80	79	78	78	315
6	7	6	7	
7	7	7	7	

**OUTREACH FACE TO FACE**

- A) Total Number of Face to Face Contacts

10	13	15	18	56
----	----	----	----	----

**DAYTIME TELEPHONE PEER SUPPORT**

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

115	135	140	145	535
180	185	190	195	750

**WARMLINE**

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

585	590	600	610	2385
560	565	570	575	2270

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
 Fiscal Year / Quarter  
**Laura Mekinova/Ellen Tavlin**  
 Prepared By:

**The Alternative Life Center-Conway**  
 Agency Name - Site

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**VOCATIONAL**

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

0	0	0	0	0
0	0	0	0	0

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

**CRISIS RESPITE UTILIZATION**

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

35	98	126	84	343
5	14	16	12	47
5	14	18	12	49

B) Number of Persons Served (unduplicated)

C) Total Number of Admissions

**TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

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

B) Referral Source:

b1) New Hampshire Hospital

b2) Other Hospital

b3) Other

C) Total Number of Transitional Housing bed days per quarter

**PERMANENT HOUSING**

A) Permanent Housing Members Served (Unduplicated)

0	0	0	0	0
0	0	0	0	0

B) Total Number of Permanent Housing bed days utilized by members per quarter

**MONTHLY EVENTS**

A) Monthly Educational Events Y/N

B) Monthly Newsletters Y/N

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

**TRAINING**

**REQUIRED BI-ANNUALLY**

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

0	10	0	0	10
0	0	0	10	10

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

**REQUIRED ANNUALLY**

A) Members/Participants/Staff trained in Warmline (unduplicated)

0	10	0	0	10
---	----	---	---	----

B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)

0	0	0	10	10
---	---	---	----	----

C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	0	0	10	10
---	---	---	----	----

**AGENCY-OWNED TRANSPORTATION**

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

400	540	560	580	2080
-----	-----	-----	-----	------

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

2300	2500	2700	2900	10400
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**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**The Alternative Life Center-Littleton**

**Laura Mekinova?Ellen Tavino**

Agency Name - Site

Prepared By:

**MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

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

92	2	2	4	100
19	0	1	0	20
111	2	3	4	120

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

8	2	2	4	16
0	0	1	0	1

**PSA MEMBERS AND PARTICIPANTS SERVED**

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

47	4	2	4	57
13	0	2	1	16
60	4	4	5	73

**PSA GUESTS SERVED**

- A) Number of Guests (unduplicated)

5	2	3	4	14
---	---	---	---	----

**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

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

60	4	4	5	73
800	869	936	1014	3619
10	11	12	13	
44	44	44	44	
0	0	0	0	
44	44	44	44	
80	79	78	78	315
5	6	5	6	
4	4	5	5	

**OUTREACH FACE TO FACE**

- A) Total Number of Face to Face Contacts

45	49	52	55	201
----	----	----	----	-----

**DAYTIME TELEPHONE PEER SUPPORT**

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

200	210	220	230	860
175	185	195	205	760

**WARMLINE**

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

0	0	0	0	0
0	0	0	0	0

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**The Alternative Life Center-Littleton**

**Laura Mekinova?Ellen Tavino**

Agency Name - Site

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**VOCATIONAL**

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

0	0	0	0	0
0	0	0	0	0

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

**CRISIS RESPITE UTILIZATION**

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

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

B) Number of Persons Served (unduplicated)

C) Total Number of Admissions

**TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

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

B) Referral Source:

b1) New Hampshire Hospital

b2) Other Hospital

b3) Other

C) Total Number of Transitional Housing bed days per quarter

**PERMANENT HOUSING**

A) Permanent Housing Members Served (Unduplicated)

0	0	0	0	0
0	0	0	0	0

B) Total Number of Permanent Housing bed days utilized by members per quarter

**MONTHLY EVENTS**

A) Monthly Educational Events Y/N

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

B) Monthly Newsletters Y/N

**TRAINING**

**REQUIRED BI-ANNUALLY**

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

0	4	0	0	4
0	0	0	4	4

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

**REQUIRED ANNUALLY**

A) Members/Participants/Staff trained in Warmline (unduplicated)

0	4	0	0	4
0	0	0	4	4
0	0	0	4	4

B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)

C) Members/Participants/Staff trained in Member Rights (Unduplicated)

**AGENCY-OWNED TRANSPORTATION**

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

30	35	40	47	152
525	675	770	795	2765

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

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**The Alternative Life Center-Wolfeboro Outreach**

**Laura Meklnova/Ellen Tavino**

Agency Name - Site

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**MEMBERSHIP**

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

10	5	6	6	27
12	2	3	4	21
22	7	9	10	48

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

10	2	3	5	20
12	2	1	3	18

**PSA MEMBERS AND PARTICIPANTS SERVED**

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

22	5	6	6	39
12	4	3	5	24
34	9	9	11	63

**PSA GUESTS SERVED**

- A) Number of Guests (unduplicated)

0	0	0	0	0
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**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

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

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

**OUTREACH FACE TO FACE**

- A) Total Number of Face to Face Contacts

200	230	240	255	925
-----	-----	-----	-----	-----

**DAYTIME TELEPHONE PEER SUPPORT**

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

0	0	0	0	0
0	0	0	0	0

**WARMLINE**

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

0	0	0	0	0
0	0	0	0	0

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**The Alternative Life Center-Wolfeboro Outreach**

**Laura Mekinova/Ellen Tavino**

Agency Name - Site

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**VOCATIONAL**

- A) Members/Participants Who Receive Vocational Services (unduplicated)
- B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0
0	0	0	0	0

**CRISIS RESPITE UTILIZATION**

- A) Total Number of Days Person(s) Occupied a Bed(s)
- B) Number of Persons Served (unduplicated)
- C) Total Number of Admissions

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

**TRANSITIONAL HOUSING**

- A) Transitional Housing Persons Served (unduplicated)
- B) Referral Source:
  - b1) New Hampshire Hospital
  - b2) Other Hospital
  - b3) Other

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

- C) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
---	---	---	---	---

**PERMANENT HOUSING**

- A) Permanent Housing Members Served (Unduplicated)
- B) Total Number of Permanent Housing bed days utilized by members per quarter

0	0	0	0	0
0	0	0	0	0

**MONTHLY EVENTS**

- A) Monthly Educational Events Y/N
- B) Monthly Newsletters Y/N

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

**TRAINING**

**REQUIRED BI-ANNUALLY**

- A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)
- B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	3	0	0	3
0	0	0	3	3

**REQUIRED ANNUALLY**

- A) Members/Participants/Staff trained in Warmline (unduplicated)
- B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)
- C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	3	0	0	3
0	0	0	3	3
0	0	0	3	3

**AGENCY-OWNED TRANSPORTATION**

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

120	150	175	200	645
1500	2150	2450	2750	8850





Exhibit B Amendment #1

**Method and Conditions Precedent to Payment**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$8,750
Crisis Respite	\$87,561
Retirement	\$2,414
<b>Total</b>	<b>\$98,725</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Payment for contracted services will be made based on budget identified as Exhibits B-2. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in, Exhibit B-3, Budget Form A - Revenue and Expense Report, into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.



Exhibit B Amendment #1

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
- 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.
9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.
10. After each quarter of the contract, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.
- 10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the quarter, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.
  - 10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.
  - 10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.
11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.
12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

CFDA #: 93.958  
Federal Agency: U.S. Department of Health and Human Services  
Program Title: Block Grants for Community Mental Health Services

# Budget Form

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

Bidder/Program Name: The Alternative Life Center

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

Budget Period: July 1, 2015 - June 30, 2016

1. Total Salary/Wages	\$ 271,193.60	\$ 40,512.00	\$ 311,705.60	E.D. admin duties = 60%
2. Employee Benefits	\$ 42,458.39	\$ 10,566.90	\$ 53,025.29	E.D. admin duties calc = 60%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 1,560.00	\$ -	\$ 1,560.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 5,052.00	\$ -	\$ 5,052.00	
Building	\$ 2,640.00	\$ -	\$ 2,640.00	
6. Travel	\$ 34,271.00	\$ -	\$ 34,271.00	
7. Occupancy	\$ 65,175.00	\$ 713.00	\$ 65,888.00	E.D. admin office space = FTE
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 9,418.00	\$ 2,355.00	\$ 11,773.00	E.D. phone use = 20%
Postage	\$ 1,900.00	\$ -	\$ 1,900.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 8,129.50	\$ -	\$ 8,129.50	
Insurance	\$ 11,345.00	\$ 2,161.11	\$ 13,506.11	E.D. liability only calc = 60%
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 8,750.00	\$ -	\$ 8,750.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 233.50	\$ -	\$ 233.50	
Accounting	\$ 7,500.00	\$ -	\$ 7,500.00	4 sites + 2 program bookkeeping
14. Food	\$ 5,792.00	\$ -	\$ 5,792.00	
15. Advertising	\$ -	\$ 300.00	\$ 300.00	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 475,417.99</b>	<b>\$ 56,608.01</b>	<b>\$ 532,026.00</b>	

Indirect As A Percent of Direct

11.9%

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 1

Program: The Alternative Life Center

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program Conway 111a	Peer Support Program Wolfeboro 211a	Peer Support Program Berlin 311a	Peer Support Program Colebrook 411a	Peer Support Program Littleton 511a	Warm Line North Country 111b	Crisis Respite 111e	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>										
401 Net client fees	0	0	0	0	0	0	0	0	0	0
402 HMO's	0	0	0	0	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0	0	0	0	0
404 Medicaid	0	0	0	0	0	0	0	0	0	0
405 Medicare	0	0	0	0	0	0	0	0	0	0
406 Other insurance	0	0	0	0	0	0	0	0	0	0
411 Other program fees	0	0	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	0	0	0
<b>420 PROG. SALES</b>										
421 Production	0	0	0	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>										
431 United Way	0	0	0	0	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0	0	0	0	0
436 DVR	0	0	0	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0	0	0	0
438 DCYF	0	0	0	0	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>										
441 Block Grants	300,869	0	104,642	14,432	35,823	35,865	49,547	13,154	47,406	0
442 Community Support Prog	0	0	0	0	0	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0	0	0	0
445 Other federal grants	0	0	0	0	0	0	0	0	0	0
446 PATH	0	0	0	0	0	0	0	0	0	0
447 CARE NH	0	0	0	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0	0	0	0
450 RENTAL INCOME	0	0	0	0	0	0	0	0	0	0
460 INTEREST INCOME	0	0	0	0	0	0	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0	0	0	0	0	0	0
<b>480 BBH</b>										
481 Community Mental Health	231,158	0	77,859	10,828	27,520	26,622	38,066	10,108	40,155	0
482 Community Developmental Services	0	0	0	0	0	0	0	0	0	0
490 OTHER REVENUES	0	0	0	0	0	0	0	0	0	0
491 Other BBH (carry over)	0	0	0	0	0	0	0	0	0	0
Subtotal	532,026	0	182,500	25,260	63,343	62,487	87,613	23,262	87,561	0
500 GM Allocation	0	0	0	0	0	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	532,026	0	182,500	25,260	63,343	62,487	87,613	23,262	87,561	0

Contractor Initials: *RCR*  
Date: 5/19/15

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 1

Program: The Alternative Life Center

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program Conway 111a	Peer Support Program Wolfeboro 211a	Peer Support Program Berlin 311a	Peer Support Program Colebrook 411a	Peer Support Program Littleton 511a	Warm Line North Country 111b	Crisis Respite 111e	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>										
601 Salary & Wages	311,706	0	91,286	15,366	37,068	34,658	56,680	18,525	58,123	0
602 Employee Benefits	29,181	0	7,018	1,616	3,938	3,887	5,049	1,868	5,806	0
603 Payroll taxes	23,845	0	6,983	1,175	2,636	2,651	4,336	1,417	4,446	0
Subtotal	364,732	0	105,287	18,157	43,641	41,197	66,065	21,810	68,375	0
610 Client Wages	0	0	0	0	0	0	0	0	0	0
<b>620 PROFESSIONAL FEES</b>										
621 Substitute Staff	0	0	0	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0	0	0	0
624 Accounting	7,500	0	7,500	0	0	0	0	0	0	0
625 Audit Fees	8,100	0	8,100	0	0	0	0	0	0	0
626 Legal Fees	30	0	30	0	0	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0	0	0	0	0	0
<b>630 STAFF DEV &amp; TRNG.</b>										
631 Journals & Publications	0	0	0	0	0	0	0	0	0	0
632 In-Service Training	8,750	0	8,750	0	0	0	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0	0	0	0	0	0
<b>640 OCCUPANCY COSTS</b>										
641 Rent	57,888	0	16,608	0	9,660	10,740	12,600	0	8,280	0
642 Mortgage Payments	0	0	0	0	0	0	0	0	0	0
643 Heating Costs	0	0	0	0	0	0	0	0	0	0
644 Other Utilities	6,840	0	2,040	1,800	1,200	1,200	600	0	1,200	0
645 Maintenance & Repairs	1,160	0	170	250	250	250	250	0	240	0
646 Taxes	0	0	0	0	0	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0	0	0	0	0	0
<b>650 CONSUMABLE SUPPLIES</b>										
651 Office	5,052	0	3,000	180	540	540	540	0	252	0
652 Building/Household	2,640	0	720	0	480	480	480	0	480	0
653 Educational/Training	0	0	0	0	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0	0	0	0
655 Food	5,782	0	1,200	996	960	960	718	0	958	0
656 Medical	0	0	0	0	0	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0	0	0	0
660 CAPITAL EXPENDITURES	0	0	0	0	0	0	0	0	0	0
665 DEPRECIATION	0	0	0	0	0	0	0	0	0	0
670 EQUIPMENT RENTAL	1,560	0	1,560	0	0	0	0	0	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0	0	0	0	0	0
Subtotal page	470,044	0	154,965	19,333	57,531	55,367	81,253	21,810	79,785	0

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 1

Program: The Alternative Life Center

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program Conway 111a	Peer Support Program Wolfeboro 211a	Peer Support Program Berlin 311a	Peer Support Program Colebrook 411a	Peer Support Program Littleton 511a	Warm Line North Country 111b	Crisis Respite 111e	Other Non-BBH 111f
Total Carried Forward	470,044	0	154,965	19,333	57,531	55,967	81,253	21,810	79,785	0
700 ADVERTISING	300	0	50	50	50	50	50	0	50	0
710 PRINTING	0	0	0	0	0	0	0	0	0	0
720 TELEPHONE/COMMUNICATIONS	11,773	0	3,140	240	2,220	2,640	1,620	1,452	462	0
730 POSTAGE/SHIPPING	1,900	0	1,700	0	50	50	50	0	50	0
<b>740 TRANSPORTATION</b>										
741 Board Members	0	0	0	0	0	0	0	0	0	0
742 Staff	12,329	0	4,585	1,974	615	1,189	2,766	0	1,200	0
743 Clients	21,942	0	4,321	3,664	2,877	3,192	1,874	0	6,014	0
744 Delivery Products	0	0	0	0	0	0	0	0	0	0
<b>750 ASSIST. TO INDIVIDUALS</b>										
751 Client Services	0	0	0	0	0	0	0	0	0	0
752 Clothing	0	0	0	0	0	0	0	0	0	0
<b>760 INSURANCE</b>										
761 Malpractice & Bonding	2,531	0	2,531	0	0	0	0	0	0	0
762 Vehicles	8,491	0	8,491	0	0	0	0	0	0	0
763 Comprehensive Property & Liability	2,484	0	2,484	0	0	0	0	0	0	0
770 MEMBERSHIP DUES	0	0	0	0	0	0	0	0	0	0
800 OTHER EXPENDITURES	234	0	234	0	0	0	0	0	0	0
801 INTEREST EXPENSE	0	0	0	0	0	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	532,026	0	182,500	25,260	63,343	62,487	87,613	23,282	87,561	0
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	532,026	0	182,500	25,260	63,343	62,487	87,613	23,282	87,561	0
<b>SURPLUS/(DEFICIT)</b>										
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	(0)	(0)	0	0	0	(0)	0
Verification of Balancing a/b 0	(0)									

Contractor Initials: ROC  
Date: 5/19/15





**SPECIAL PROVISIONS**

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

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





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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**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. **Add the following to Paragraph 1.:**

**1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

4. **Add the following to Paragraph 4.:**

**4.1.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be



made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

5. **Add the following to Paragraph 6.:**

6.4. 6.5. The Contractor shall comply with proposed treatment and prevention rules.

6. **Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

7. **Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

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

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

8.1.7. Failure to comply with any covenants or conditions in this Agreement.

8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.

8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.

8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

8. **Add the following to Subparagraph 8.2.:**

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





**9. Add the following to Paragraph 8.:**

**8.3.** Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

**10. Add the following to Paragraph 9.:**

**9.4.** The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

**9.5.** The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

**9.5.1.** The Income Statement shall be based on the accrual method of accounting.

**9.5.2.** The Exhibit B-3, Form A – Revenue and Expense Report shall be based on a modified accrual method of accounting. Modifications include the following:

**9.5.2.1.** Mortgage payments shall include both principal and interest;

**9.5.2.2.** Depreciation shall only be included on the Exhibit B-3, Form A – Revenue and Expense Report) when it is included in the approved contract budget.

**9.5.2.3.** Capital expenditures shall be included on the Exhibit B-3, Form A – Revenue and Expense Report and Exhibit B-4, Budget Form C-Capital Expenditure Report.

**9.6.** The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

**9.7.** The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

**9.8.** The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

**9.9.** The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

**9.10.** On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

**9.11.** Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

**11. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

**10.2.** In the event of termination under Paragraph 10., of these General Provisions the approval



of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

**10.3.** In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**12. Amend Paragraph 12. by adding the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

**12.1.** The Contractor shall not enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

**12.2.** If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

**12.3.** The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

**12.4.** The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.5.** Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.6.** In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.





- 13. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**  
**13.2.** The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.
- 14. Replace Paragraph 14.1.1. with the following:**  
**14.1.1.** Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) in aggregate; and
- 15. Add the following to Paragraph 14.:**  
**14.1.3.** A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.  
**14.1.4.** Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.  
**14.1.5.** Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.  
**14.3.** The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 16. Add the following to Paragraph 20.:**  
**20.1.** The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.  
**20.2.** Community Support Program funds are to be used for:  
**20.2.1.** Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.  
**20.2.2.** Travel directly related to carrying out activities under the approved project.  
**20.2.3.** Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.  
**20.3.** Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:  
**20.3.1.** To provide inpatient services.  
**20.3.2.** To make cash payments to intended recipients of health services.  
**20.3.3.** To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.  
**20.3.4.** To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or  
**20.3.5.** To provide services to persons at local jails or any correctional facility.  
**20.420.5.** In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services



Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

**20.6.7.** Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

**20.6.8.** Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

**20.6.8.1.** Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

**20.6.8.2.** Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

**20.7.** The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit



that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

**20.8.** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**20.9.** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

**20.10.** The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

**20.11.** The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.



**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 RCR

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: The Alternative Life Center

5/19/15  
Date

Robert C. Randall Vice President  
Name: Robert C. Randall  
Title: Vice President

Exhibit G

Contractor Initials ROR

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



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

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

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI





pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Dept. of Health & Human Svs  
The State

Kathleen Dunn  
Signature of Authorized Representative

Kathleen A Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/28/15  
Date

Alternative Life Center  
Name of the Contractor

Robert C. Randall  
Signature of Authorized Representative

Robert C. Randall  
Name of Authorized Representative

Vice President  
Title of Authorized Representative

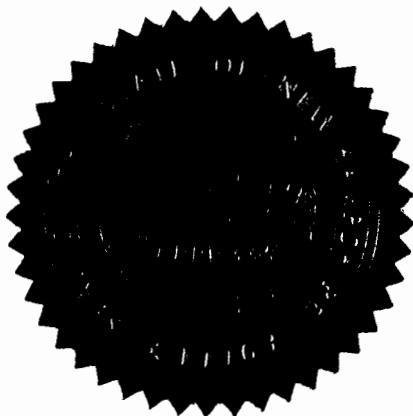
5/19/15  
Date

Bonnie L. Hayes  
**BONNIE L. HAYES**  
Notary Public - New Hampshire  
My Commission Expires February 6, 2018

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Alternative Life Center is a New Hampshire nonprofit corporation filed January 15, 1999. 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 1<sup>st</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

# *CERTIFICATE OF VOTE*

I, Elaine South, do hereby certify that:

1. I am the duly elected Clerk of The Alternative Life Center

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 19, 2015.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

**To Provide: Peer Support Services  
Peer Crisis Respite  
Warmline Services for Region 1**

**RESOLVED:** That the Vice President hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 19, 2015.

4. Robert Randall is duly elected Vice President of the Corporation.

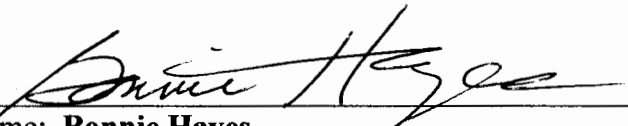
(Seal)  
(Corporation)

  
\_\_\_\_\_  
(Signature of Board Secretary)

State of New Hampshire

County of Carroll

The foregoing instrument was acknowledged before me this 19th day of May, 2015 by Elaine South.

  
\_\_\_\_\_  
Name: **Bonnie Hayes**  
Title: Notary Public/Justice of the Peace

(Seal)  
(Notary Public)

Commission Expires: \_\_\_\_\_ **BONNIE L. HAYES**  
Notary Public - New Hampshire  
My Commission Expires February 6, 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2014

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

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

<b>PRODUCER</b> <b>E &amp; S Insurance Services LLC</b> 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C No. Ext):</b> (603) 293-2791 <b>FAX (A/C. No):</b> (603) 293-7188 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: FirstComp</td> <td>27626</td> </tr> <tr> <td>INSURER C: Mount Vernon</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Co		INSURER B: FirstComp	27626	INSURER C: Mount Vernon		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> <b>Alternative Life Center</b> P O Box 241 Conway NH 03818														

**COVERAGES**

CERTIFICATE NUMBER: 2014

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK1094074	10/25/2014	10/25/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1094074	10/25/2014	10/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
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	WC0116056-04	10/20/2014	10/20/2015	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**locations:**

6 Main Street, Conway, NH  
 Lehner Street, Wolfeboro, NH  
 27 Lombard Street, Colebrook, NH  
 567 Main Street, Berlin, NH  
 267 Main Street, Littleton, NH

**CERTIFICATE HOLDER****CANCELLATION**

Dept. Health & Human Services Bureau of Behavioral Health Attn: Sandy Lawrence 105 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  F Kenneally/FAIRLE <i>Fairley Kenneally</i>

ACORD 25 (2010/05)

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INS025 (201005) 01

The ACORD name and logo are registered marks of ACORD

# **The Alternative Life Center Mission Statement**

**The Mission of The Alternative Life Center is to provide a sanctuary where people, eighteen years and older, learn to create a personal vision leading to their own recovery. This journey toward recovery occurs in a compassionate atmosphere through education, peer support, sharing of common experiences, and utilizing individual, as well as, community resources.**



**THE ALTERNATIVE LIFE CENTER**

**FOR THE YEAR ENDED JUNE 30, 2014  
AND  
INDEPENDENT AUDITORS' REPORT**

**THE ALTERNATIVE LIFE CENTER**

**FINANCIAL STATEMENTS**

**JUNE 30, 2014**

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To the Board of Directors of  
The Alternative Life Center  
Conway, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying statement of financial position of The Alternative Life Center (a nonprofit corporation) as of June 30, 2014, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

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

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

### **Auditor's Responsibility**

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

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Alternative Life Center as of June 30, 2014, and the changes in its net assets, its cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matter**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Bureau of Behavioral Health (BBH) Refundable Advance and BBH Temporarily Restricted Funds on page 11 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

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

We have previously audited the The Alternative Life Center's 2013 financial statements, and our report dated September 17, 2013, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leone, McDonnell & Roberts  
Professional Association*

September 17, 2014  
North Conway, New Hampshire

**THE ALTERNATIVE LIFE CENTER**

**STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2014 WITH COMPARATIVE TOTALS FOR JUNE 30, 2013**

	<b><u>ASSETS</u></b>			
	<b><u>Unrestricted</u></b>	<b><u>Temporarily Restricted</u></b>	<b><u>Total 2014</u></b>	<b><u>Total 2013</u></b>
<b>CURRENT ASSETS</b>				
Cash and cash equivalents	\$ 14,432	\$ 128,772	\$ 143,204	\$ 130,427
Accounts receivable	14		14	18
Prepaid expenses	7,253		7,253	9,855
	<hr/>	<hr/>	<hr/>	<hr/>
Total current assets	21,699	128,772	150,471	140,300
<b>PROPERTY</b>				
Vehicles	70,183		70,183	70,183
Equipment	29,129		29,129	38,929
Leasehold improvements				4,298
	<hr/>	<hr/>	<hr/>	<hr/>
Total	99,312		99,312	113,410
Less: accumulated depreciation	(99,312)		(99,312)	(109,264)
	<hr/>	<hr/>	<hr/>	<hr/>
Property, net				4,146
	<hr/>	<hr/>	<hr/>	<hr/>
Total assets	\$ 21,699	\$ 128,772	\$ 150,471	\$ 144,446

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 6,482		\$ 6,482	\$ 6,990
Accrued payroll and related taxes	9,248		9,248	9,071
Refundable advances		\$ 128,772	128,772	108,477
	<hr/>	<hr/>	<hr/>	<hr/>
Total current liabilities	15,730	128,772	144,502	124,538
<b>NET ASSETS</b>				
Unrestricted	5,969		5,969	19,054
Temporarily restricted				854
	<hr/>	<hr/>	<hr/>	<hr/>
Total net assets	5,969		5,969	19,908
	<hr/>	<hr/>	<hr/>	<hr/>
Total liabilities and net assets	\$ 21,699	\$ 128,772	\$ 150,471	\$ 144,446

See Notes to Financial Statements

**THE ALTERNATIVE LIFE CENTER**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2014 WITH COMPARATIVE TOTALS FOR JUNE 30, 2013**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total 2014</u>	<u>Total 2013</u>
<b>SUPPORT AND REVENUE</b>				
Bureau of Behavioral Health support and revenue				
Grants	\$ 389,871		\$ 389,871	\$ 373,622
Interest	160		160	149
Net assets released from restrictions	854	\$ (854)		
	<u>390,885</u>	<u>(854)</u>	<u>390,031</u>	<u>373,771</u>
Total Bureau of Behavioral Health support and revenue				
Other support and revenue				
Fundraising activities	3,002		3,002	1,957
Interest	2		2	4
Other	3,970		3,970	3,063
	<u>6,974</u>		<u>6,974</u>	<u>5,024</u>
Other support and revenue				
Total support and revenue	<u>397,859</u>	<u>(854)</u>	<u>397,005</u>	<u>378,795</u>
<b>EXPENSES</b>				
Program services	339,455		339,455	330,457
Management and general	71,489		71,489	69,506
	<u>410,944</u>		<u>410,944</u>	<u>399,963</u>
Total expenses				
CHANGE IN NET ASSETS	(13,085)	(854)	(13,939)	(21,168)
NET ASSETS AT BEGINNING OF YEAR	<u>19,054</u>	<u>854</u>	<u>19,908</u>	<u>41,076</u>
NET ASSETS AT END OF YEAR	<u>\$ 5,969</u>	<u>\$</u>	<u>\$ 5,969</u>	<u>\$ 19,908</u>

See Notes to Financial Statements

**THE ALTERNATIVE LIFE CENTER**

**STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2014 WITH COMPARATIVE TOTALS FOR JUNE 30, 2013**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total 2014</u>	<u>Total 2013</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Change in net assets	\$ (13,085)	\$ (854)	\$ (13,939)	\$ (21,168)
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:				
Depreciation	1,479		1,479	1,921
Loss on disposal of property	2,667		2,667	
Decrease (increase) in assets:				
Accounts receivable	4		4	(18)
Prepaid expenses	2,602		2,602	218
(Decrease) increase in liabilities:				
Accounts payable	(508)		(508)	997
Accrued payroll and related taxes	177		177	(1,053)
Refundable advances		20,295	20,295	17,062
<b>NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>	<u>(6,664)</u>	<u>19,441</u>	<u>12,777</u>	<u>(2,041)</u>
<b>NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS</b>	(6,664)	19,441	12,777	(2,041)
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>21,096</u>	<u>109,331</u>	<u>130,427</u>	<u>132,468</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 14,432</u>	<u>\$ 128,772</u>	<u>\$143,204</u>	<u>\$130,427</u>

See Notes to Financial Statements

**THE ALTERNATIVE LIFE CENTER**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2014 WITH COMPARATIVE TOTALS FOR JUNE 30, 2013**

	<u>Program Services</u>	<u>Management and General</u>	<u>2014 Total</u>	<u>2013 Total</u>
<b>BUREAU OF BEHAVIORAL HEALTH</b>				
Salaries and wages	\$ 171,991	\$ 41,956	\$ 213,947	\$ 201,638
Employee benefits	16,732	10,653	27,385	28,535
Payroll taxes	14,630	3,354	17,984	15,793
Rent	47,075	1,564	48,639	43,028
Education and in service training	19,217		19,217	18,016
Professional fees	7,305	6,659	13,964	13,700
Vehicle - client services	10,879		10,879	11,227
Insurance	9,210	1,625	10,835	11,315
Telephone and internet	8,705	1,377	10,082	10,260
Travel - staff transportation	8,969		8,969	11,205
Office	3,561	3,561	7,122	8,124
Utilities	4,393		4,393	6,716
Consumable supplies	4,250		4,250	4,395
Repairs and maintenance	3,382		3,382	2,471
Loss on disposal of property	2,667		2,667	
Building and household supplies	2,275		2,275	3,503
Postage	1,521		1,521	1,803
Depreciation	739	740	1,479	1,921
Other	11		11	4,462
	<hr/>	<hr/>	<hr/>	<hr/>
Total Bureau of Behavioral Health expenses	337,512	71,489	409,001	398,112
<b>OTHER</b>				
Client expenses	1,943		1,943	1,851
	<hr/>	<hr/>	<hr/>	<hr/>
Total functional expenses	<u>\$ 339,455</u>	<u>\$ 71,489</u>	<u>\$ 410,944</u>	<u>\$ 399,963</u>

See Notes to Financial Statements



## **THE ALTERNATIVE LIFE CENTER**

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2014**

#### **NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **Organization**

The Alternative Life Center (the Center) is a New Hampshire nonprofit corporation providing five sanctuaries where people coping with or recovering from symptoms of mental illness or emotional disorders learn to create a personal vision leading to their own recovery in a compassionate atmosphere through education, peer support, sharing of common experiences and utilizing individual as well as community resources in Conway, Berlin, Colebrook, Littleton and Wolfeboro, New Hampshire and surrounding communities.

##### **Basis of Accounting**

The financial statements of the Center have been prepared on the accrual basis of accounting.

##### **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 and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

##### **Basis of Presentation**

The financial statement presentation follows the recommendations of ASC 958, Financial Statements of Not-for-Profit Organizations. Under ASC 958, the Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. For the year ended June 30, 2014, the Center had only unrestricted and temporarily restricted net assets.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Center's financial statements for the year ended June 30, 2013, from which the summarized information was derived.

**Cash and Cash Equivalents**

The Center classifies certificates of deposit as cash equivalents.

**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.

**Advertising**

The Center expenses advertising costs as incurred.

**Property and Depreciation**

Property is stated at cost or fair market value at date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is computed using straight-line methods over the estimated lives of the related assets as follows:

Vehicles	5 years
Equipment	5 - 7 years

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowances, and any gain or loss is recognized.

**Income Taxes**

The Center is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Center to be other than a private foundation.

The Center follows FASB ASC Topic No. 740, Accounting for Uncertainty in Income Taxes, which requires the Center to report uncertain tax positions, related interest and penalties, and to adjust its assets and liabilities for unrecognized tax benefits and accrued interest and penalties accordingly. At June 30, 2014, the Center determined it had no tax positions that did not meet the "more likely than not" standard of being sustained by tax authorities.

The Center's open audit periods are 2010 through 2013. The Center does not expect any tax positions to change significantly within the next twelve months.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

**Donations**

Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated values at date of receipt. No amounts have been reflected in the statements for donated services, as no objective basis is available to measure the value of such services; however, a number of volunteers have donated time to the Center's program services. The Board of Directors serves in a volunteer capacity.

**Subsequent Events**

Subsequent events have been evaluated through September 17, 2014, which is the date that the financial statements were available to be issued.

**NOTE 2**      **REFUNDABLE ADVANCES**

The Center records grant revenue as a refundable advance until it is expended for the purpose of the grant, at which time it is recognized as revenue. The balance in refundable advances at June 30, 2014, represents amounts received from the New Hampshire Department of Health and Human Services that will be expended in the next fiscal year in accordance with the grant agreement.

**NOTE 3**      **FUNDRAISING REVENUE**

The Center recorded fundraising activities revenue for proceeds from yard-sale type fundraising events during the year ended June 30, 2014. The Center conducts these activities to raise funds for specific client activities or non-budgeted Center expenses. These funds are kept in separate accounts by the Center, and related expenses are recorded as either fundraising or client expenses. The net income from these activities is not related to the refundable advance received from the New Hampshire Department of Health and Human Services.

**NOTE 4**      **LEASE AGREEMENTS**

The Center leases its facilities under the terms of operating leases that expired June 30, 2014. New one year leases were signed for the year ended June 30, 2015. Lease payments totaled \$48,639 for the year ended June 30, 2014. Future minimum lease payments for the year ended June 30, 2015 are \$49,068.

**NOTE 5**      **CONCENTRATION OF RISK**

For the year ended June 30, 2014, approximately 98% of the total support and revenue was derived from the New Hampshire Department of Health and Human Services. The future existence of the Center is dependent upon the funding policies and continued support of this source.

**NOTE 6**    **CONTINGENCIES**

**Grant Compliance**

The Center receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Center is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenses were found not to have been made in compliance with the laws and regulations, the Center might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2014.

**NOTE 7**    **RETIREMENT PLAN**

The Center maintains a tax sheltered 403(b) plan that covers substantially all full-time employees. The Center contributes up to 3% of the base compensation of eligible participants to the plan. Contributions to the plan for the year ended June 30, 2014 totaled \$2,247.

**THE ALTERNATIVE LIFE CENTER**

**SCHEDULE OF BUREAU OF BEHAVIORAL HEALTH (BBH) REFUNDABLE ADVANCE  
AND BBH TEMPORARILY RESTRICTED FUNDS  
FOR THE YEAR ENDED JUNE 30, 2014**

**Reconciliation of BBH Refundable Advance**

Total FY 2014 BBH funds received	\$ 410,218
Recognition of funds released by BBH	<u>17,439</u>
Total funds received	427,657
BBH expenses (taken from audit report)	(409,001)
Interest on BBH funds held	160
Depreciation expense	<u>1,479</u>
Change in refundable advance for the year ended June 30, 2014	20,295
Refundable advance balance at June 30, 2013	<u>108,477</u>
Refundable advance balance at June 30, 2014	<u>\$ 128,772</u>

**Reconciliation of BBH Temporarily Restricted Fund Balance**

Recognition of funds released by BBH	\$ (854)
BBH temporarily restricted fund balance at June 30, 2013	<u>854</u>
BBH temporarily restricted fund balance at June 30, 2014	<u>\$ -</u>

See Independent Auditors' Report

**The Alternative Life Center  
Board of Directors  
(Rev. 01-2015)**

**PRESIDENT  
Bonnie Hayes**

**Maddie Costello**

**Gardiner Perry**

**VICE-PRESIDENT  
Robert Randall**

**Judith English**

**Kathy Paglierani**

**SECRETARY  
Elaine South**

**Leo Sullivan**

**EXECUTIVE DIRECTOR  
Patricia Tal**

**TREASURER  
Beatrice Richards**

**Edna Heath**

# PATRICIA A. TAL

## QUALIFICATIONS:

For more than thirty years, I have been responsible and have successfully managed a number of businesses in the United States and in Israel. My business experience and interpersonal skills have given me an exceptional foundation to succeed in any pursuit that deals with people and/or organizations.

## EXPERIENCE:

**1999-2013 The Alternative Life Center, Conway, NH**  
*Executive Director*

Successfully manage & administrate over all Peer Support Centers and Warmline in Region I.

### Administrative:

- Complete all required documentation for the state: RFP, Statistical Information.
- Responsible for the timely payment of all invoices by all sites.
- Accountable for all aspects financial management such as salaries, banking, authorization of payment of bills but not limited to these areas.
- Responsible for the management and support of all aspects of the peer support centers and warmline; including their employees and members.
- Monitor centers' spending.

### Supervision of Peer Support Center and Warmline in Region I

- Oversee the successful management of Peer Support Centers in Region I.
- Effectively manage all sites so that they are contract compliant.
- Travel to all sites for monitoring.
- Provide continuous telephone support.
- Collaborate with assistant director, staff and members on programming in all sites.
- Promote wellness leading to recovery.

**1998-1999 Big Dogs Sportswear, North Conway, NH 03860**  
*Assistant Manager*

- Responsible for store when manager was not available.
- Radio spokesperson.

**1989-1999 Bette Crockett Card & Gift Shop, Brunswick, ME 04011**  
*Manager*

- Responsible for all aspects of managing a successful store.
- Personnel.
- Buying trips in USA & Europe.
- Set up site on Internet to sell merchandise.

## EDUCATION:

University of Denver. Denver, Colorado

- Liberal Arts

Chamberlayne College. Boston, Massachusetts

- Business

IPS Training (2009), Completed

WRAP & Peer Support(2005) with Shery Mead

Crisis Respite Training(2013)

## NOTEWORTHY:

From the years 2001-2006, successfully consolidated and integrated five Peer Support Centers under the umbrella of The Alternative Life Center.

## KEY ADMINISTRATIVE PERSONNEL - FY2016

### ALTERNATIVE LIFE CENTER

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Patricia Tal	1.00	\$ 48,880.00	\$ 48,880.00	100%
Deputy Director	Laura Mekinova	1.00	\$ 30,160.00	\$ 30,160.00	100%



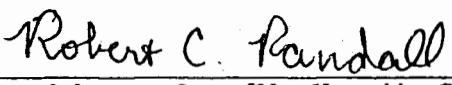
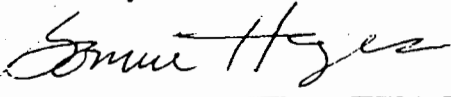
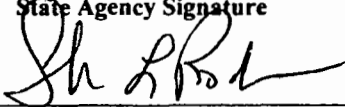
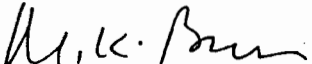
Subject: Peer Support Services

**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 Bureau of Behavioral Health		<b>1.2 State Agency Address</b> 105 Pleasant Street, Main Bldg. Concord, NH 03301	
<b>1.3 Contractor Name</b> The Alternative Life Center		<b>1.4 Contractor Address</b> 6 Main Street PO Box 241 Conway, NH 03818	
<b>1.5 Contractor Phone Number</b> 603-447-1765	<b>1.6 Account Number</b> 05-95-92-920010-7011-102 05-95-92-920010-7143-102	<b>1.7 Completion Date</b> 06-30-2015	<b>1.8 Price Limitation</b> \$502,514.
<b>1.9 Contracting Officer for State Agency</b> Sheri L. Rockburn, Director, DHHS, DCBCS		<b>1.10 State Agency Telephone Number</b> 603-271-5000	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Robert C. Randall Board President	
<b>1.13 Acknowledgement: State of <u>New Hampshire</u>, County of <u>Carroll</u></b> On <u>5-8-14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		<b>BONNIE L. HAYES</b> Notary Public - New Hampshire My Commission Expires February 6, 2015	
<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> Sheri L. Rockburn, Director, DHHS, DCBCS	
<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:  On: <u>6/4/14</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: RAK  
Date: 5/8/14

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF WORK**  
**FY 2015**

**I. PEER SUPPORT SERVICES**

1. **Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.
2. **Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.
3. **State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.
4. **Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.
5. **Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.
6. **Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
7. **Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.
8. **Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.
  - 8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.
  - 8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.
  - 8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:
    - 8.3.1. Peer Support;
    - 8.3.2. Warmline;
    - 8.3.3. Facilitating Peer Support Groups;
    - 8.3.4. Sexual Harassment; and
    - 8.3.5. Member Rights.
  - 8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
    - 8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.
    - 8.4.2. Administrative staff, including the Director, shall participate in trainings on:
      - 8.4.2.1. Staff Development;
      - 8.4.2.2. Supervision;
      - 8.4.2.3. Performance Appraisals;
      - 8.4.2.4. Employment Practices
      - 8.4.2.5. Harassment;
      - 8.4.2.6. Program Development;
      - 8.4.2.7. Complaints and the Complaint Process; and
      - 8.4.2.8. Financial Management.

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Date: 5/14/14

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. **Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. **Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. **Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. **Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. **Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. **Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;

13.1.2. Outreach;

13.1.3. Individual Peer Assistance;

13.1.4. Telephone Support during business hours;

13.1.5. A monthly Newsletter;

13.1.6. Wellness Training;

13.1.7. Community Education; and

13.1.8. Monthly Educational Events to members.

13.2. **Consumer** means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. **Guest** means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. **Member** means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. **Participant** means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.

13.6. **Peer Support** means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. **Telephone Support** means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. **Warmline** shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. **Wellness Training** is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

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Date: 5/21/14

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

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

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, and BBH immediately.

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

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

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

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;

14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;

14.6.3. Internal Control Procedures; and

14.6.4. Expense Reimbursement and Advance Policy.

14.7. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

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

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

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

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

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

Contractor Initials: Riz  
Date: 5/24/14



16. **Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. **Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.

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

19. **Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

20. **Changes to Budget Personnel Form B:** The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

21. **DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

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

23. **Purging of Member Lists:** Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

24. **Warm Line Services:** The Contractor shall provide peer support warm line services to geographic Region I (North Country).

25. **Memorandum of Understanding:** Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2015.

26. **Commencement Date of Agreement:** The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

FY15 Exhibit A ALC PSA

Contractor Initials: RIC  
Date: 5/9/14



**MEMORANDUM OF UNDERSTANDING**  
**FY 2015**

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and The Alternative Life Center, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2015. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

I. **PERFORMANCE DOMAINS**

A. **FISCAL DOMAIN**

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. **Current Ratio**

*Definition:* A measure of the Contractor's total current assets available to cover the cost of current liabilities.

*Formula:* Total current assets divided by total current liabilities.

*Performance Standard:* The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. **Accounts Payable**

*Definition:* The Contractors timeliness in paying invoices.

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

3. **Budget Management**

*Definition:* Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

*Formula:* (*Revenues*) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (*Expenses*) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

*Performance Standard:* Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

Contractor Initials: RR  
Date: 5/2/14

**B. COMPLIANCE DOMAIN**

**1. Consumer Control**

**Rationale:** Peer Support Agencies are consumer run and controlled.

**Definition:** Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

**Source of Data:** BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

**2. Board Of Directors Development**

**Rational:** Members of the Board of Directors understand their roles and responsibilities.

**Definition:** There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

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

**II. REMEDATION PROCESS**

**A. REMEDATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

ALC FY15 MOU EXHIBIT A PSA

Agency: The Alternative Life Center	DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health
Name/Title: Robert C. Randall Board President	Name/Title: Sheri L. Rockburn, Director
Signature Robert C. Randall	Signature Sheri L. Rockburn
Date 5/8/14	Date 5/23/14

Contractor Initials: RC2  
Date: 5/8/14

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Alternative Life Center-Serenity Steps-Berlin  
Organization

Patricia Tal

Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
<b>I. MEMBERSHIP</b>					
A1) Members 59 and under	80	6	5	6	97
A2) Members 60 and over	18	1	1	2	22
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	98	7	6	8	119
B1) New Members 59 and under (unduplicated within category at end of reporting period)	4	4	6	3	17
B2) New Members 60 and over (unduplicated within category at end of reporting period)	1	1	1	2	5
<b>II. PSA MEMBERS AND PARTICIPANTS SERVED</b>					
A1) Unduplicated Members/Participants 59 and under (served in all programs)	41	14	6	3	64
A2) Unduplicated Members/Participants 60 and over (served in all programs)	18	3	2	2	25
A3) Unduplicated Members/Participants Served in All Programs	59	17	8	5	89
<b>III. PSA GUESTS SERVED</b>					
A1) Number of Guests (unduplicated)	12	3	2	2	19
<b>IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION</b>					
A) Visitors (unduplicated members and participants only)	59	17	8	5	89
B) Total Visit Days (members and participants only)	780	936	702	1014	3432
C) Average Daily Visits (# of visit days/number of days open in reporting period)	10	12	9	13	
D) Number of Daytime Hours Each Week	38	38	38	38	
E) Number of Evening Hours Each Week	6	6	6	6	
F) Number of Hours Open/Week (F=D+E)	44	44	44	44	
G) Number of Days the Program was Open in the Quarter	78	78	78	78	312
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	10	10	10	10	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	3	3	3	3	
<b>V. OUTREACH FACE TO FACE</b>					
A) Total Number of Face to Face Contacts	4	5	8	11	28
<b>VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH</b>					
A) Total Peer Support Telephone Calls Made	150	155	160	165	630
B) Total Peer Support Telephone Calls Received	50	55	65	60	230
<b>VII. WARMLINE</b>					
A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Alternative Life Center-Serenity Steps-Berlin  
Organization

Patricia Tal

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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**VIII. VOCATIONAL**

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

1	0	2	2	5
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B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	1	1	0	2
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**IX. CRISIS RESPITE UTILIZATION**

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

0	0	0	0	0
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B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
---	---	---	---	---

**X. TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
---	---	---	---	---

b2) Other Hospital

0	0	0	0	0
---	---	---	---	---

b3) Other

0	0	0	0	0
---	---	---	---	---

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
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**XI. MONTHLY EVENTS**

A) Monthly Educational Events Y/N

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

B) Monthly Newsletters Y/N

Y	Y	Y	
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**XII. TRAINING**

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

0	5	0	0	5
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0
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**XIII. AGENCY-OWNED TRANSPORTATION**

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

780	780	624	780	2964
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1248	1248	1248	1248	4992
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**PEER SUPPORT SERVICES**

**FY2015 Contract 4**  
Fiscal Year / Quarter

**The Alternative Life Center-The Haven-Colebrook**  
Organization

**Patricia tai**  
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
<b>I. MEMBERSHIP</b>					
A1) Members 59 and under	49	2	2	3	56
A2) Members 60 and over	8	0	1	0	9
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	57	2	3	3	65
B1) New Members 59 and under (unduplicated within category at end of reporting period)	4	2	2	3	11
B2) New Members 60 and over (unduplicated within category at end of reporting period)	2	1	0	1	4
<b>II. PSA MEMBERS AND PARTICIPANTS SERVED</b>					
A1)Unduplicated Members/Participants 59 and under (served in all programs)	53	2	2	3	60
A2) Unduplicated Members/Participants 60 and over (served in all programs)	10	0	1	1	12
A3) Unduplicated Members/Participants Served in All Programs	63	2	3	4	72
<b>III. PSA GUESTS SERVED</b>					
A1) Number of Guests (unduplicated)	10	25	6	8	49
<b>IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION</b>					
A) Visitors (unduplicated members and participants only)	13	22	3	4	42
B) Total Visit Days (members and participants only)	702	780	780	856	3118
C) Average Daily Visits (# of visit days/number of days open in reporting period)	9	10	10	11	
D) Number of Daytime Hours Each Week	44	44	44	44	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	44	44	44	44	
G) Number of Days the Program was Open in the Quarter	78	78	78	78	312
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	5	5	5	5	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	2	2	2	2	
<b>V. OUTREACH FACE TO FACE</b>					
A) Total Number of Face to Face Contacts	17	15	15	11	58
<b>VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH</b>					
A) Total Peer Support Telephone Calls Made	40	45	50	55	190
B) Total Peer Support Telephone Calls Received	100	135	145	150	530
<b>VII. WARMLINE</b>					
A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Alternative Life Center-The Haven-Colebrook  
Organization

Patricia tal

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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VIII. VOCATIONAL

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

3	3	2	2	10
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B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

1	2	0	1	4
---	---	---	---	---

IX. CRISIS RESPITE UTILIZATION

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

0	0	0	0	0
---	---	---	---	---

B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
---	---	---	---	---

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
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B) Referral Source:

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

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

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
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XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

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

B) Monthly Newsletters Y/N

Y	Y	Y	
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XII. TRAINING

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

0	4	0	0	4
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0
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XIII. AGENCY-OWNED TRANSPORTATION

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

468	546	546	624	2184
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1170	1170	1170	1170	4680
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**PEER SUPPORT SERVICES**

**FY2015 Contract 4**  
Fiscal Year / Quarter

**The Alternative Life Center Conway Peer Support-Conway**  
Organization

**Patricia Tal**

Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
<b>I. MEMBERSHIP</b>					
A1) Members 59 and under	88	6	6	7	107
A2) Members 60 and over	17	0	2	3	22
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	105	6	8	10	129
B1) New Members 59 and under (unduplicated within category at end of reporting period)	5	3	4	5	17
B2) New Members 60 and over (unduplicated within category at end of reporting period)	2	1	0	1	4
<b>II. PSA MEMBERS AND PARTICIPANTS SERVED</b>					
A1)Unduplicated Members/Participants 59 and under (served in all programs)	24	3	4	5	36
A2) Unduplicated Members/Participants 60 and over (served in all programs)	5	1	0	1	7
A3) Unduplicated Members/Participants Served in All Programs	29	4	4	6	43
<b>III. PSA GUESTS SERVED</b>					
A1) Number of Guests (unduplicated)	20	3	4	5	32
<b>IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION</b>					
A) Visitors (unduplicated members and participants only)	50	14	4	6	74
B) Total Visit Days (members and participants only)	936	1014	936	1170	4056
C) Average Daily Visits (# of visit days/number of days open in reporting period)	12	13	12	15	
D) Number of Daytime Hours Each Week	38	38	38	38	
E) Number of Evening Hours Each Week	6	6	6	6	
F) Number of Hours Open/Week (F=D+E)	44	44	44	44	
G) Number of Days the Program was Open in the Quarter	78	78	78	78	312
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	9	9	9	9	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	5	5	5	5	
<b>V. OUTREACH FACE TO FACE</b>					
A) Total Number of Face to Face Contacts	5	7	9	11	32
<b>VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH</b>					
A) Total Peer Support Telephone Calls Made	210	215	225	235	885
B) Total Peer Support Telephone Calls Received	110	115	125	135	485
<b>VII. WARMLINE</b>					
A) Total Warmline Telephone Calls Made	630	640	645	655	2570
B) Total Warmline Telephone Calls Received	535	545	550	560	2190

**PEER SUPPORT SERVICES**

**FY2015 Contract 4**

**Fiscal Year / Quarter**

**The Alternative Life Center Conway Peer Support-Conway**  
*Organization*

**Patricia Tal**

*Prepared By:*

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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**VIII. VOCATIONAL**

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

2	2	2	2	8
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B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

1	1	1	1	4
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**IX. CRISIS RESPITE UTILIZATION**

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

0	0	0	0	0
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B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
---	---	---	---	---

**X. TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
---	---	---	---	---

b2) Other Hospital

0	0	0	0	0
---	---	---	---	---

b3) Other

0	0	0	0	0
---	---	---	---	---

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
---	---	---	---	---

**XI. MONTHLY EVENTS**

A) Monthly Educational Events Y/N

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

B) Monthly Newsletters Y/N

Y	Y	Y	
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**XII. TRAINING**

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

0	7	0	0	7
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0
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**XIII. AGENCY-OWNED TRANSPORTATION**

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

936	936	780	936	3588
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1248	1248	1248	1248	4992
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PEER SUPPORT SERVICES

FY2015 Contract 4  
Fiscal Year / Quarter

The Alternative Life Center-Littleton Peer Support-Littleton  
Organization

Patricia Tai

Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
<b>I. MEMBERSHIP</b>					
A1) Members 59 and under	85	4	3	5	97
A2) Members 60 and over	9	1	1	3	14
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	94	5	4	8	111
B1) New Members 59 and under (unduplicated within category at end of reporting period)	4	4	2	3	13
B2) New Members 60 and over (unduplicated within category at end of reporting period)	1	0	1	2	4
<b>II. PSA MEMBERS AND PARTICIPANTS SERVED</b>					
A1)Unduplicated Members/Participants 59 and under (served in all programs)	40	14	2	3	59
A2) Unduplicated Members/Participants 60 and over (served in all programs)	7	0	1	2	10
A3) Unduplicated Members/Participants Served in All Programs	47	14	3	5	69
<b>III. PSA GUESTS SERVED</b>					
A1) Number of Guests (unduplicated)	10	4	5	6	25
<b>IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION</b>					
A) Visitors (unduplicated members and participants only)	45	12	3	5	65
B) Total Visit Days (members and participants only)	780	858	780	936	3354
C) Average Daily Visits (# of visit days/number of days open in reporting period)	10	11	10	12	
D) Number of Daytime Hours Each Week	44	44	44	44	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	44	44	44	44	
G) Number of Days the Program was Open in the Quarter	78	78	78	78	312
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	6	6	6	6	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	4	4	4	4	
<b>V. OUTREACH FACE TO FACE</b>					
A) Total Number of Face to Face Contacts	40	42	44	46	172
<b>VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH</b>					
A) Total Peer Support Telephone Calls Made	200	205	210	215	830
B) Total Peer Support Telephone Calls Received	125	130	135	140	530
<b>VII. WARMLINE</b>					
A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4  
Fiscal Year / Quarter

The Alternative Life Center-Littleton Peer Support-Littleton  
Organization

Patricia Tal  
Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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VIII. VOCATIONAL

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

2	0	1	1	4
1	2	1	1	5

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

IX. CRISIS RESPITE UTILIZATION

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

0	0	0	0	0
---	---	---	---	---

B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
---	---	---	---	---

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
---	---	---	---	---

b2) Other Hospital

0	0	0	0	0
---	---	---	---	---

b3) Other

0	0	0	0	0
---	---	---	---	---

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
---	---	---	---	---

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

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

B) Monthly Newsletters Y/N

Y	Y	Y	
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XII. TRAINING

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

0	5	0	0	5
---	---	---	---	---

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

0	0	0	0	0
---	---	---	---	---

XIII. AGENCY-OWNED TRANSPORTATION

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

780	858	780	936	3354
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1500	2000	1500	2250	7250
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**PEER SUPPORT SERVICES**

**FY2015 Contract 4**  
**Fiscal Year / Quarter**

**Alternative Life Center - Wolfeboro Outreach**  
*Organization*

**Patricia Tal**  
*Prepared By:*

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
<b>I. MEMBERSHIP</b>					
A1) Members 59 and under	10	1	0	2	13
A2) Members 60 and over	5	0	0	0	5
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	15	1	0	2	18
B1) New Members 59 and under (unduplicated within category at end of reporting period)	1	2	0	2	5
B2) New Members 60 and over (unduplicated within category at end of reporting period)	1	0	1	1	3
<b>II. PSA MEMBERS AND PARTICIPANTS SERVED</b>					
A1) Unduplicated Members/Participants 59 and under (served in all programs)	0	0	0	0	0
A2) Unduplicated Members/Participants 60 and over (served in all programs)	0	0	0	0	0
A3) Unduplicated Members/Participants Served in All Programs	0	0	0	0	0
<b>III. PSA GUESTS SERVED</b>					
A1) Number of Guests (unduplicated)	0	0	0	0	0
<b>IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION</b>					
A) Visitors (unduplicated members and participants only)	0	0	0	0	0
B) Total Visit Days (members and participants only)	0	0	0	0	0
C) Average Daily Visits (# of visit days/number of days open in reporting period)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
D) Number of Daytime Hours Each Week					
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	0	0	0	0	
G) Number of Days the Program was Open in the Quarter	0	0	0	0	0
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	0	0	0	0	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	0	0	0	0	
<b>V. OUTREACH FACE TO FACE</b>					
A) Total Number of Face to Face Contacts	156	158	160	164	638
<b>VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH</b>					
A) Total Peer Support Telephone Calls Made	0	0	0	0	0
B) Total Peer Support Telephone Calls Received	0	0	0	0	0
<b>VII. WARMLINE</b>					
A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

Alternative Life Center - Wolfeboro Outreach

Patricia Tal

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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VIII. VOCATIONAL

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

0	0	0	0	0
---	---	---	---	---

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

0	0	0	0	0
---	---	---	---	---

IX. CRISIS RESPITE UTILIZATION

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

0	0	0	0	0
---	---	---	---	---

B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
---	---	---	---	---

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
---	---	---	---	---

b2) Other Hospital

0	0	0	0	0
---	---	---	---	---

b3) Other

0	0	0	0	0
---	---	---	---	---

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
---	---	---	---	---

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	

B) Monthly Newsletters Y/N

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XII. TRAINING

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

0	2	0	0	2
---	---	---	---	---

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

0	0	0	0	0
---	---	---	---	---

XIII. AGENCY-OWNED TRANSPORTATION

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

396	396	363	396	1551
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

2250	2250	2250	2250	9000
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**EXHIBIT B**  
**METHODS OF PAYMENT**  
**FY 2015**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.
2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$15,000
Capital Expenditures	18,000
Statewide Conferences	15,000
Statewide IT Technical Assistance	23,548
Retirement	2,276
<b>Total</b>	<b>\$73,824</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.
4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.
5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.
6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.
8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
  - 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

Contractor Initials: RR  
Date: 5/21/14

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$223,873

Federal Funds: \$278,641

CFDA #: 93.958

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

Program Title: Block Grants for Community Mental Health Services

Amount: \$278,641

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102

05-95-92-920010-7143-102

FY15 Exhibit B PSA ALC

Contractor Initials: RCZ  
Date: 5/31/17

# Budget Form

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

Bidder/Program Name: The Alternative Life Center

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

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

	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 217,059.83	\$ 31,734.17	\$ 248,794.00	E.D. admin duties = 60%
2. Employee Benefits	\$ 39,652.01	\$ 9,424.99	\$ 49,077.00	E.D. admin duties calc. = 60%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 1,560.00	\$ -	\$ 1,560.00	
Repair and Maintenance	\$ 1,000.00	\$ -	\$ 1,000.00	
Purchase/Depreciation	\$ 18,000.00	\$ -	\$ 18,000.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 4,800.00	\$ -	\$ 4,800.00	
Building	\$ 2,160.00	\$ -	\$ 2,160.00	
6. Travel	\$ 22,213.00	\$ -	\$ 22,213.00	
7. Occupancy	\$ 54,128.00	\$ 700.00	\$ 54,828.00	E.D. admin office space = FTE
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 8,140.80	\$ 2,035.20	\$ 10,176.00	E.D. phone use = 20%
Postage	\$ 2,150.00	\$ -	\$ 2,150.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 7,630.00	\$ -	\$ 7,630.00	E.D. liability only calc = 60%
Insurance	\$ 11,082.09	\$ 2,049.91	\$ 13,132.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 15,000.00	\$ -	\$ 15,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 860.00	\$ -	\$ 860.00	
Accounting	\$ 7,500.00	\$ -	\$ 7,500.00	4 sites + 2 program bookkeeping
14. Food	\$ 4,836.00	\$ -	\$ 4,836.00	
15. Advertising	\$ -	\$ 250.00	\$ 250.00	
16. Other Staff Development	\$ 38,548.00	\$ -	\$ 38,548.00	
<b>TOTAL</b>	<b>\$ 456,319.73</b>	<b>\$ 46,194.27</b>	<b>\$ 502,514.00</b>	

Indirect As A Percent of Direct

10.1%

Region: Region 1

Program: The Alternative Life Center

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Conway 111a	Peer Support Program Wolfeboro 211a	Peer Support Program Berlin 311a	Peer Support Program Colebrook 411a	Peer Support Program Littleton 511a	Warm Line North Country 111b
<b>400 PROG. SERV. FEES</b>								
401 Net client fees	0	0	0	0	0	0	0	0
402 HMO's	0	0	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0	0	0
404 Medicaid	0	0	0	0	0	0	0	0
405 Medicare	0	0	0	0	0	0	0	0
406 Other insurance	0	0	0	0	0	0	0	0
411 Other program fees	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	0
<b>420 PROG. SALES</b>								
421 Production	0	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>								
431 United Way	0	0	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0	0	0
436 DVR	0	0	0	0	0	0	0	0
437 Div. A/c/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0	0
438 DCYF	0	0	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>								
441 Block Grants	278,641	0	146,871	12,088	30,084	30,228	48,437	10,933
442 Community Support Prog	0	0	0	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0	0
445 Other federal grants	0	0	0	0	0	0	0	0
446 PATH	0	0	0	0	0	0	0	0
447 CARE NH	0	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0	0
450 RENTAL INCOME	0	0	0	0	0	0	0	0
460 INTEREST INCOME	0	0	0	0	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0	0	0	0	0
<b>480 BBH</b>								
481 Community Mental Health	223,873	0	101,202	11,253	28,007	28,141	45,092	10,178
482 Community Developmental Services	0	0	0	0	0	0	0	0
<b>490 OTHER REVENUES</b>								
491 Other BBH (carry over)	0	0	0	0	0	0	0	0
Subtotal	502,514	0	248,073	23,341	58,091	58,369	93,529	21,111
500 GM Allocation	0	0	0	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	502,514	0	248,073	23,341	58,091	58,369	93,529	21,111



Region: Region 1

Program: The Alternative Life Center

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Conway 111a	Peer Support Program Wolfeboro 211a	Peer Support Program Berlin 311a	Peer Support Program Colebrook 411a	Peer Support Program Littleton 511a	Warm Line North County 111b
<b>600 PERSONNEL COSTS</b>								
601 Salary & Wages	248,794	0	91,182	15,990	35,484	34,567	53,599	17,992
602 Employee Benefits	30,044	0	14,262	250	654	648	13,928	302
603 Payroll taxes	19,033	0	6,975	1,223	2,713	2,644	4,100	1,376
Subtotal	297,870	0	112,419	17,463	38,831	37,859	71,627	19,670
610 Client Wages	0	0	0	0	0	0	0	0
<b>620 PROFESSIONAL FEES</b>								
621 Substitute Staff	0	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0	0
624 Accounting	7,500	0	7,500	0	0	0	0	0
625 Audit Fees	7,600	0	7,600	0	0	0	0	0
626 Legal Fees	30	0	30	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0	0	0	0
<b>630 STAFF DEV &amp; TRNG.</b>								
631 Journals & Publications	0	0	0	0	0	0	0	0
632 In-Service Training	15,000	0	15,000	0	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0	0	0
634 Other Staff Development	38,548	0	38,548	0	0	0	0	0
<b>640 OCCUPANCY COSTS</b>								
641 Rent	49,068	0	16,068	0	9,660	10,740	12,600	0
642 Mortgage Payments	0	0	0	0	0	0	0	0
643 Heating Costs	0	0	0	0	0	0	0	0
644 Other Utilities	5,760	0	2,160	0	1,800	1,200	600	0
645 Maintenance & Repairs	1,000	0	250	0	250	250	250	0
646 Taxes	0	0	0	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0	0	0	0
<b>650 CONSUMABLE SUPPLIES</b>								
651 Office	4,800	0	3,000	180	540	540	540	0
652 Building/Household	2,160	0	720	0	480	480	480	0
653 Educational/Training	0	0	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0	0
655 Food	4,836	0	1,200	996	960	960	720	0
656 Medical	0	0	0	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0	0
660 CAPITAL EXPENDITURES	18,000	0	15,680	0	1,220	550	550	0
665 DEPRECIATION	0	0	0	0	0	0	0	0
670 EQUIPMENT RENTAL	1,560	0	1,560	0	0	0	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0	0	0	0
Subtotal page	453,732	0	221,735	18,639	53,741	52,579	87,367	19,670

Region: Region 1

Program: The Alternative Life Center

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Conway 111a	Peer Support Program Wolfboro 211a	Peer Support Program Berlin 311a	Peer Support Program Colebrook 411a	Peer Support Program Littleton 511a	Warm Line North Country 111b
Total Carried Forward	453,732	0	221,735	18,639	53,741	52,579	87,367	19,670
700 ADVERTISING	250	0	50	50	50	50	50	0
710 PRINTING	0	0	0	0	0	0	0	0
720 TELEPHONE/COMMUNICATIONS	10,176	0	2,840	240	2,000	2,400	1,456	1,440
730 POSTAGE/SHIPPING	2,150	0	2,000	0	50	50	50	0
<b>740 TRANSPORTATION</b>								
741 Board Members	0	0	0	0	0	0	0	0
742 Staff	9,820	0	4,585	525	615	1,329	2,766	0
743 Clients	12,394	0	3,071	3,887	1,635	1,961	1,840	0
744 Delivery Products	0	0	0	0	0	0	0	0
<b>750 ASSIST. TO INDIVIDUALS</b>								
751 Client Services	0	0	0	0	0	0	0	0
752 Clothing	0	0	0	0	0	0	0	0
<b>760 INSURANCE</b>								
761 Malpractice & Bonding	2,532	0	2,532	0	0	0	0	0
762 Vehicles	8,600	0	8,600	0	0	0	0	0
763 Comprehensive Property & Liability	2,000	0	2,000	0	0	0	0	0
770 MEMBERSHIP DUES	0	0	0	0	0	0	0	0
800 OTHER EXPENDITURES	860	0	860	0	0	0	0	0
801 INTEREST EXPENSE	0	0	0	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0	0	0	0
TOTAL EXPENSES	502,514	0	248,073	23,341	58,091	58,369	93,529	21,110
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	<b>502,514</b>	<b>0</b>	<b>248,073</b>	<b>23,341</b>	<b>58,091</b>	<b>58,369</b>	<b>93,529</b>	<b>21,110</b>
<b>SURPLUS/(DEFICIT)</b>								
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	(0)	(0)	(0)	(0)	0
Verification of Balancing s/b 0	(0)							



**EXHIBIT C**  
**SPECIAL PROVISIONS**  
**FY 2015**

**1. Add the following to Paragraph 1.:**

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

**2. Add the following to Paragraph 4.:**

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

**3. Add the following to Paragraph 6.:**

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

**4. Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

**5. Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

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

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

Contractor Initials: RC  
Date: 5/21/14

- 8.1.7. Failure to comply with any covenants or conditions in this Agreement.
- 8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
- 8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

Contractor Initials: RCR  
Date: 5/19/14

**6. Add the following to Subparagraph 8.2.:**

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

**7. Add the following to Paragraph 8.:**

8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

**8. Add the following to Paragraph 9.:**

9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

9.5.1. The Income Statement shall be based on the accrual method of accounting.

9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:

9.5.2.1. Mortgage payments shall include both principal and interest;

9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.

9.5.2.3. Capital expenditures shall be included on the Form A.

9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

**9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

Contractor Initials: RCE  
Date: 5/2/14

**10.2.** In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

**10.3.** In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

Contractor Initials: RVE  
Date: 5/9/14

**10. Replace Paragraph 12. with the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

**11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

**12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than \$500,000, replace Paragraph 14.1.1. with the following:**

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate; and

**13. Add the following to Paragraph 14.:**

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to

Contractor Initials: RCJ  
Date: 5/14/14



1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

**14.1.4.** Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

**14.1.5.** Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

**14.3.** The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

Contractor Initials: RR  
Date: 5/8/14

**14. Add the following to Paragraph 20.:**

**20.1.** The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

**20.2.** Community Support Program funds are to be used for:

**20.2.1.** Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

**20.2.2.** Travel directly related to carrying out activities under the approved project.

**20.2.3.** Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

**20.3.** Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

**20.3.1.** To provide inpatient services.

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

**20.3.3.** To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

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

**20.3.5.** To provide services to persons at local jails or any correctional facility.

**20.4.** If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

**20.5.** In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved

Contractor Initials: *RJK*  
Date: *5/21/14*

Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

Contractor Initials: RCR  
Date: 5/21/14

**20.6.7.** Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

**20.6.8.** Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

**20.6.8.1.** Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

**20.6.8.2.** Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

**20.7.** The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

**20.8.** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**20.9.** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

**20.10.** The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

**20.11.** The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

**FY15 Exhibit C PSA**

Contractor Initials: RJR  
Date: 5/9/14

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

The Alternative Life Center	From: 7/1/2014 To: 6/30/2015
(Contractor Name)	(Period Covered by this Certification)

Robert Randall, President
(Name & Title of Authorized Contractor Representative)

	3/25/2014
(Contractor Representative Signature)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
\*Temporary Assistance to Needy Families under Title IV-A
\*Child Support Enforcement Program under Title IV-D
\*Socail Services Block Grant Program under Title XX
\*Medicaid Program under Title XIX
\*Community Services Block Grant under Title VI
\*Child Care Development Block Grant under Title IV

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

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

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

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

Robert Randall
(Contractor Representative Signature)

Robert Randall, President
(Authorized Contractor Representative Name & Title)

The Alternative Life Center
(Contractor Name)

3/25/14
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

| Robert Randall (Contractor Representative Signature)      Robert Randall President (Authorized Contractor Representative Name & Title)

| The Alternative Life Center (Contractor Name)      3/25/2014 (Date)

Contractor Initials: RR  
Date: 3/25/2014

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

- 1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Robert Randall Robert Randall, President  
 (Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

The Alternative Life Center March 25, 2014  
 (Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Robert Randall Robert Randall, President  
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

The Alternative Life Center March 25, 2014  
(Contractor Name) (Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(I) Definitions.**

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

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

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.



(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

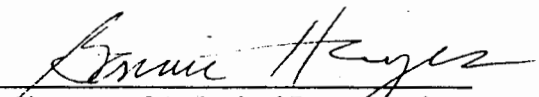
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Bureau of Behavioral Health  
The State Agency Name

The Alternative Life Center  
Name of the Contractor

  
Signature of Authorized Representative

  
Signature of Authorized Representative

Sheri L. Rockburn  
Name of Authorized Representative

Bonnie Hayes  
Name of Authorized Representative

Director  
Title of Authorized Representative

Vice-President  
Title of Authorized Representative

5/15/14  
Date

4/10/14  
Date



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

This first Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated May 18, 2015, 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 Stepping Stone Drop-In Center Association (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 108 Pleasant Street, Claremont, NH, 03743.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #97) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by one (1) year and increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to June 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$813,832.
4. Delete in its entirety, Exhibit A Scope of Work FY 15 and replace with Exhibit A Amendment #1, Scope of Work.
5. Delete in its entirety, Memorandum of Understanding FY 2015.
6. Add Exhibit A-1 Statistics
7. Delete in its entirety, Exhibit B Methods of Payment FY 15 and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
8. Add Exhibit B-2, Budget Form
9. Add Exhibit B-3, Budget Form A – Revenue and Expense Report



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10. Add Exhibit B-4, Budget Form C - Capital Expenditure Report
  11. Delete in its Entirety Exhibit C Special Provisions FY 2015 and replace with Exhibit C Amendment #1 Special Provisions.
  12. Add Exhibit C-1, Revisions to General Provisions.
  13. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, by extending the end date to June 30, 2016.
  14. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to June 30, 2016.
  15. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
  16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

New Hampshire Department of Health and Human Services  
Peer Support 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,

State of New Hampshire  
Department of Health and Human Services

5/28/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

The Stepping Stone Drop-In Center Association

5/20/15  
Date

Roland C. Dumont Board President  
NAME Roland C. Dumont  
TITLE Board President

Acknowledgement:

State of NH, County of Sullivan on May 20, 2015, before the undersigned officer, personally appeared the person identified above, who acknowledged himself/herself to be the President Roland Dumont 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

J. Seidler

Susan E Seidler  
Name and Title of Notary or Justice of the Peace



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

OFFICE OF THE ATTORNEY GENERAL

Date 6/3/15

Name: Megan J. ...  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

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



Exhibit A Amendment #1

Scope of Services

**I. PEER SUPPORT SERVICES**

1. **Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages, Exhibit A-1 Statistics. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. **Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. **State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. **Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. **Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. **Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. **Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. **Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

- 8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.
- 8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.
- 8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:
  - 8.3.1. Peer Support;
  - 8.3.2. Warmline;
  - 8.3.3. Facilitating Peer Support Groups;
  - 8.3.4. Sexual Harassment; and
  - 8.3.5. Member Rights.
- 8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.



Exhibit A Amendment #1

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

- 8.4.2.1. Staff Development;
- 8.4.2.2. Supervision;
- 8.4.2.3. Performance Appraisals;
- 8.4.2.4. Employment Practices
- 8.4.2.5. Harassment;
- 8.4.2.6. Program Development;
- 8.4.2.7. Complaints and the Complaint Process; and
- 8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. **Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. **Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. **Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. **Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. **Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. **Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

- 13.1.1. Peer Support;
- 13.1.2. Outreach;
- 13.1.3. Individual Peer Assistance;
- 13.1.4. Telephone Support during business hours;
- 13.1.5. A monthly Newsletter;





Exhibit A Amendment #1

- 13.1.6. Wellness Training;
  - 13.1.7. Community Education; and
  - 13.1.8. Monthly Educational Events to members.
  - 13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.
  - 13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.
  - 13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.
  - 13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.
  - 13.6. Peer Support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.
  - 13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.
  - 13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.
  - 13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.
  - 13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.
  - 13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.
  - 13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.
  - 13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.
  - 13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.
  - 13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.
  - 13.16. State Fiscal Year means the period from July 1 through June 30.
  - 13.17 Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
14. **Board of Director Criteria:** The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

RD

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Exhibit A Amendment #1

- 14.1. BBH Requirements for Board of Directors:** The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.
- 14.2. NH Division of Charitable Trusts Requirements for Board of Directors:** If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.
- 14.3 Board of Director Job Descriptions:** The Board of Director Members and Officers shall have written descriptions outlining their duties.
- 14.4. Board of Director Orientation:** The Board of Directors shall have a documented Orientation Process and Manual.
- 14.5 Board of Director Trainings:** The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.
- 14.6. Board of Director Fiduciary Responsibilities:** The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:
- 14.6.1.** Cash Management including cash receipts, cash disbursements, and petty cash;
  - 14.6.2.** Accounts Payable/Receivable Procedures, payroll, and fixed assets;
  - 14.6.3.** Internal Control Procedures; and
  - 14.6.4.** Expense Reimbursement and Advance Policy.
- 14.7. Open Board of Director Meetings:** Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.
- 14.8 Board of Director Minutes:** The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH or her designee.
- 14.9. Board of Director List:** The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 14.10. Annual Board Elections:** The process and results of annual board elections shall be documented and kept on file at the agency.
- 14.11. Change in Board of Director Membership:** BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH or her designee.
- 15. Planning and Advisory Activities:** The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.
- 16. Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 17. Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.
- 18. Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.



Exhibit A Amendment #1

**19. Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

**20. Changes to Budget Personnel Form B:** The Contractor will complete Budget Personnel Form B, a pre-printed form provided by the Department. The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

**21. DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

**22. Increase the Unduplicated Numbers Served:** In State Fiscal Year 2016, the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported during April 1, 2015 through June 30, 2015. This will be achieved in accordance with the written plan outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in State Fiscal Year 2016 may jeopardize future funding increases.

**23. Purging of Member Lists:** Beginning in State Fiscal Year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

**24. Warm Line Services:** The Contractor shall provide peer support warm line services to geographic regions 2 (Lebanon/Claremont area) and 5 (Monadnock area).

**II. PERFORMANCE DOMAINS**

The Contractor will cooperate with BBH in measuring the Contractor's performance. The Department will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Performance Domain Indications in Section 1 below, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. The Department will notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Domain Indicators, the Department will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor will work with the Department to develop solution plans to assist the Contractor in achieving compliance.



Exhibit A Amendment #1

1. Performance Domain Indicators

A. **FISCAL DOMAIN**

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. **Current Ratio**

**Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.

**Formula:** Total current assets divided by total current liabilities.

**Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. **Accounts Payable**

**Definition:** The Contractors timeliness in paying invoices.

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

3. **Budget Management**

**Definition:** Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

**Formula: (Revenues)** Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period.

**(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

**Performance Standard:** Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. **COMPLIANCE DOMAIN**

1. **Consumer Control**

**Rationale:** Peer Support Agencies are consumer run and controlled.

**Definition:** Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

**Source of Data:** BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. **Board Of Directors Development**

**Rational:** Members of the Board of Directors understand their roles and responsibilities.

**Definition:** There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

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



Exhibit A Amendment #1

**2. REMEDIATION PROCESS**

**A. REMEDATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

**III. PEER OPERATED CRISIS RESPITE PROGRAM**

1. **Crisis Respite Program Description:** The Contractor may provide a peer operated crisis respite program. The program shall provide early intervention for individuals (18) years of age and older who have a mental illness and are experiencing a crisis in the community. The program shall provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization. These interventions are done using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.

2. **Crisis Respite Program Goals and Objectives:** The peer operated crisis respite program shall incorporate the following goals and objectives:

- 2.1. **Purpose:** Provide crisis respite services that are designed to provide a safe community-based environment and reduce the need for hospitalization.
- 2.2. **CMHC Referrals:** Develop a referral process to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
- 2.3. **Other Peer Support Services:** Offer other peer support agency services and supports during the course of stay at the crisis respite program.
- 2.4. **Transportation:** Provide of transportation to and from the crisis respite program to other community-based appointments.
- 2.5. **Assessment:** Administer an functional assessment at the time of entry and exit from the program.
- 2.6. **Wellness and Recovery:** Provide individualized supports with a focus on wellness and recovery. This may include Wellness Recovery Action Plan (WRAP), if applicable.
- 2.7. **Return to the Community:** Support the individual in returning to participation in community activities, services and supports.
- 2.8. **Health Needs:** Ensure the individual's health needs are addressed during the course of their stay in the crisis respite program.
- 2.9. **Other Community Services:** Ensure communication with other service providers involved in the individual's care, with their written consent.

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

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



Exhibit A Amendment #1

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5. **Personnel Files:** Personnel files must be current and include documentation of current trainings and certifications.
6. **Quarterly Statistical Report Form:** All services shall be reported on the *Quarterly Statistical Report Form* and submitted to BBH.
7. **Functional Assessment Reporting:** The Contractor shall implement an objective functional assessment, pre and post stay, to measure the efficacy of program. This information shall be reported to BBH every (6) six months.

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**The Stepping Stone Drop-in Center Assn.-Claremont**

**Susan E Seidler**

Agency Name - Site

Prepared By:

**MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

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

629	40	40	40	749
19	1	1	1	22
648	41	41	41	771

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

40	40	40	40	160
1	1	1	1	4

**PSA MEMBERS AND PARTICIPANTS SERVED**

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

175	75	75	75	400
6	3	3	3	15
181	78	78	78	415

**PSA GUESTS SERVED**

- A) Number of Guests (unduplicated)

10	10	10	10	40
----	----	----	----	----

**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

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

160	30	30	30	250
2000	2000	2000	2000	8000
22	22	22	22	
42	42	42	42	
2	2	2	2	
44	44	44	44	
92	92	91	91	366
8	8	8	8	
6	6	6	6	

**OUTREACH FACE TO FACE**

- A) Total Number of Face to Face Contacts

20	20	20	20	80
----	----	----	----	----

**DAYTIME TELEPHONE PEER SUPPORT**

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

425	425	425	425	1700
650	650	650	650	2600

**WARMLINE**

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

700	700	700	700	2800
1000	1000	1000	1000	4000

**VOCATIONAL**

- A) Members/Participants Who Receive Vocational Services (unduplicated)
- B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

1	0	1	0	2
0	1	0	1	2

**CRISIS RESPITE UTILIZATION**

- A) Total Number of Days Person(s) Occupied a Bed(s)
- B) Number of Persons Served (unduplicated)
- C) Total Number of Admissions

73	73	73	73	292
12	6	6	6	30
12	12	12	12	48

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**The Stepping Stone Drop-In Center Assn.-Claremont**  
Agency Name - Site

**Susan E Seidler**  
Prepared By:

**TRANSITIONAL HOUSING**

- A) Transitional Housing Persons Served (unduplicated)
- B) Referral Source:
  - b1) New Hampshire Hospital
  - b2) Other Hospital
  - b3) Other
- C) Total Number of Transitional Housing bed days per quarter

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

**PERMANENT HOUSING**

- A) Permanent Housing Members Served (Unduplicated)
- B) Total Number of Permanent Housing bed days utilized by members per quarter

0	0	0	0	0
0	0	0	0	0

**MONTHLY EVENTS**

- A) Monthly Educational Events Y/N
- B) Monthly Newsletters Y/N

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

**TRAINING**

**REQUIRED BI-ANNUALLY**

- A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)
- B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	11	0	0	11
0	0	0	11	11

**REQUIRED ANNUALLY**

- A) Members/Participants/Staff trained in Warmline (unduplicated)
- B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)
- C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	0	10	0	10
11	15	0	15	41
11	15	0	15	41

**AGENCY-OWNED TRANSPORTATION**

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

50	50	50	50	200
1800	1800	1800	1800	7200



**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**The Stepping Stone Drop-In Center Association-Lebanon**  
Agency Name - Site

**Susan E Seidler**

Prepared By:

**MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

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

123	7	7	7	144
7	0	1	0	8
130	7	8	7	152

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

7	7	7	7	28
1	0	1	0	2

**PSA MEMBERS AND PARTICIPANTS SERVED**

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

36	15	15	15	81
3	1	1	1	6
39	16	16	16	87

**PSA GUESTS SERVED**

- A) Number of Guests (unduplicated)

6	6	6	6	24
---	---	---	---	----

**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

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

34	14	11	11	70
750	750	750	750	3000
9	9	10	10	
43	43	43	43	
1	1	1	1	
44	44	44	44	
80	79	77	78	314
7	7	7	7	
5	5	5	5	

**OUTREACH FACE TO FACE**

- A) Total Number of Face to Face Contacts

1	1	1	1	4
---	---	---	---	---

**DAYTIME TELEPHONE PEER SUPPORT**

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

400	395	385	395	1575
225	225	225	225	900

**WARMLINE**

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

0	0	0	0	0
0	0	0	0	0

**VOCATIONAL**

- A) Members/Participants Who Receive Vocational Services (unduplicated)
- B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0
0	0	0	0	0

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**The Stepping Stone Drop-In Center Association-Lebanon**  
Agency Name - Site

**Susan E Seidler**  
Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**CRISIS RESPITE UTILIZATION**

- A) Total Number of Days Person(s) Occupied a Bed(s)
- B) Number of Persons Served (unduplicated)
- C) Total Number of Admissions

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

**TRANSITIONAL HOUSING**

- A) Transitional Housing Persons Served (unduplicated)
- B) Referral Source:
  - b1) New Hampshire Hospital
  - b2) Other Hospital
  - b3) Other

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

- C) Total Number of Transitional Housing bed days per quarter

**PERMANENT HOUSING**

- A) Permanent Housing Members Served (Unduplicated)
- B) Total Number of Permanent Housing bed days utilized by members per quarter

0	0	0	0	0
0	0	0	0	0

**MONTHLY EVENTS**

- A) Monthly Educational Events Y/N
- B) Monthly Newsletters Y/N

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

**TRAINING**

**REQUIRED BI-ANNUALLY**

- A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)
- B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	4	0	0	4
0	0	0	4	4

**REQUIRED ANNUALLY**

- A) Members/Participants/Staff trained in Warmline (unduplicated)
- B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)
- C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	0	2	0	2
4	10	0	10	24
4	10	0	10	24

**AGENCY-OWNED TRANSPORTATION**

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

10	10	10	10	40
500	500	500	500	2000



**Method and Conditions Precedent to Payment**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$8,750
Depreciation	\$2,901
Crisis Respite	\$63,303
Retirement	\$2,137
<b>Total</b>	<b>\$77,901</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Payment for contracted services will be made based on budget identified as Exhibits B-2. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.



Exhibit B Amendment #1

7. The Contractor shall deposit funds identified as depreciation in, Exhibit B-3, Budget Form A - Revenue and Expense Report, into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:  
8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.  
8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After each quarter of the contract, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the quarter, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

CFDA #: 93.958  
Federal Agency: U.S. Department of Health and Human Services  
Program Title: Block Grants for Community Mental Health Services

# Budget Form

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

The Stepping Stone Drop-In Center  
**Bidder/Program Name:** Association

Consumer Peer Support Services  
**Budget Request for:** Peer Operated Crisis Respite Services  
*(Name of RFP)*

**Budget Period:** 07-01-15 - 06-30-16

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 201,905.38	\$ 21,675.45	\$ 223,580.83	
2. Employee Benefits	\$ 40,156.00	\$ 7,596.48	\$ 47,752.48	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 1,566.00	\$ 174.00	\$ 1,740.00	
Repair and Maintenance	\$ 4,614.00	\$ 513.00	\$ 5,127.00	
Purchase/Depreciation	\$ 2,901.00	\$ -	\$ 2,901.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 300.00	\$ -	\$ 300.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 701.19	\$ -	\$ 701.19	
Office	\$ 1,776.34	\$ 1,123.66	\$ 2,900.00	
6. Travel	\$ 8,249.83	\$ 737.67	\$ 8,987.50	
7. Occupancy	\$ 52,353.00	\$ 2,181.00	\$ 54,534.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 8,003.64	\$ 648.72	\$ 8,652.36	
Postage	\$ 753.95	\$ 40.05	\$ 794.00	
Subscriptions	\$ 356.00	\$ -	\$ 356.00	
Audit and Legal	\$ 6,313.51	\$ 986.49	\$ 7,300.00	
Insurance	\$ 12,877.72	\$ 398.28	\$ 13,276.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 300.00	\$ -	\$ 300.00	
11. Staff Education and Training	\$ 9,150.00	\$ -	\$ 9,150.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
a. Membership Dues	\$ 465.00	\$ -	\$ 465.00	
b. Bank Fees, Criminal & DMV Records	\$ -	\$ 367.50	\$ 367.50	
c. Building/Household Supplies	\$ 4,005.00	\$ 445.00	\$ 4,450.00	
d. Loans to Individuals	\$ -	\$ 1,760.00	\$ 1,760.00	
14. Food	\$ 2,840.00	\$ -	\$ 2,840.00	
15. Advertising	\$ 1,110.98	\$ 79.16	\$ 1,190.14	
16. Printing	\$ 1,587.12	\$ 112.88	\$ 1,700.00	
17. Assistance to Individuals	\$ 350.00	\$ -	\$ 350.00	
<b>TOTAL</b>	<b>\$ 362,635.66</b>	<b>\$ 38,839.34</b>	<b>\$ 401,475.00</b>	

Indirect As A Percent of Direct

10.7%

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 2

Agency: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program Claremont 111a	Peer Support Program Lebanon 211a	Warm Line 111b	Crisis Respite 111e	Other Non-BBH 111f
<b>100 PROG. SERV. FEES</b>							
401 Net client fees	0	0	0	0	0	0	0
402 HMO's	0	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0	0
404 Medicaid	0	0	0	0	0	0	0
405 Medicare	0	0	0	0	0	0	0
406 Other insurance	0	0	0	0	0	0	0
411 Other program fees	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0
<b>120 PROG. SALES</b>							
421 Production	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0
<b>130 PUBLIC SUPPORT</b>							
431 United Way	0	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0	0
433 Donations/Contributions	2,500	0	0	0	0	0	2,500
435 Other public support	0	0	0	0	0	0	0
436 DVR	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438 DCYF	0	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
<b>140 FEDERAL FUNDING</b>							
441 Block Grants	218,908	0	106,109	61,074	11,844	39,881	0
442 Community Support Prog	0	0	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0
445 Other federal grants	0	0	0	0	0	0	0
446 PATH	0	0	0	0	0	0	0
447 CARE NH	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 RENTAL INCOME	11,880	0	0	0	0	0	11,880
460 INTEREST INCOME	0	0	0	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0	0	0	0
<b>180 BBH</b>							
481 Community Mental Health	168,187	0	74,372	57,193	13,200	23,422	0
482 Community Developmental Services	0	0	0	0	0	0	0
490 OTHER REVENUES	0	0	0	0	0	0	0
491 Other DBH (carry over)	0	0	0	0	0	0	0
Subtotal	401,475	0	180,481	118,267	25,044	63,303	14,380
500 GM Allocation	0	0	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	401,475	0	180,481	118,267	25,044	63,303	14,380

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 2  
 Agency: The Stepping Stone Drop-In Center Association  
 FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program Claremont 111a	Peer Support Program Lebanon 211a	Warm Line 111b	Crisis Respite 111e	Other Non-BBH 111f
<b>300 PERSONNEL COSTS</b>							
601 Salary & Wages	223,581	0	89,127	69,904	16,835	47,715	0
602 Employee Benefits	30,649	0	11,257	8,427	2,896	8,069	0
603 Payroll taxes	17,104	0	6,818	5,348	1,288	3,650	0
Subtotal	271,333	0	107,202	83,678	21,019	59,434	0
610 Client Wages	0	0	0	0	0	0	0
<b>320 PROFESSIONAL FEES</b>							
621 Substitute Staff	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	7,000	0	3,500	3,500	0	0	0
626 Legal Fees	300	0	200	0	0	0	100
627 Other Professional Fees/Consult	0	0	0	0	0	0	0
<b>330 STAFF DEV &amp; TRNG.</b>							
631 Journals & Publications	356	0	221	135	0	0	0
632 In-Service Training	8,750	0	8,750	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0	0
634 Other Staff Development	400	0	400	0	0	0	0
<b>340 OCCUPANCY COSTS</b>							
641 Rent	0	0	0	0	0	0	0
642 Mortgage Payments	22,044	0	5,316	12,000	0	0	4,728
643 Heating Costs	13,000	0	7,000	4,000	1,000	500	500
644 Other Utilities	4,918	0	3,251	1,222	325	60	60
645 Maintenance & Repairs	11,322	0	2,800	2,150	0	0	6,372
646 Taxes	3,250	0	750	0	0	0	2,500
647 Other Occupancy Costs	0	0	0	0	0	0	0
<b>350 CONSUMABLE SUPPLIES</b>							
651 Office	2,900	0	2,000	400	300	200	0
652 Building/Household	4,450	0	3,500	750	0	200	0
653 Educational/Training	300	0	150	150	0	0	0
654 Production & Sales	0	0	0	0	0	0	0
655 Food	2,840	0	2,000	600	0	240	0
656 Medical	701	0	552	149	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0
<b>660 CAPITAL EXPENDITURES</b>							
665 DEPRECIATION	2,901	0	2,901	0	0	0	0
670 EQUIPMENT RENTAL	1,740	0	1,740	0	0	0	0
680 EQUIPMENT MAINTENANCE	5,127	0	3,684	1,443	0	0	0
Subtotal page	363,632	0	155,917	110,178	22,644	60,634	14,260

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 2

Agency: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program Claremont 111a	Peer Support Program Lebanon 211a	Warm Line 111b	Crisis Respite 111e	Other Non-BBH 111f
Total Carried Forward	363,632	0	155,917	110,178	22,644	60,634	14,260
700 ADVERTISING	1,190	0	940	250	0	0	0
710 PRINTING	2,000	0	2,000	0	0	0	0
720 TELEPHONE/COMMUNICATIONS	8,652	0	3,197	2,672	2,400	384	0
730 POSTAGE/SHIPPING	794	0	794	0	0	0	0
<b>740 TRANSPORTATION</b>							
741 Board Members	0	0	0	0	0	0	0
742 Staff	2,400	0	2,000	400	0	0	0
743 Clients	6,588	0	3,423	1,180	0	1,985	0
744 Delivery Products	0	0	0	0	0	0	0
<b>750 ASSIST.TO INDIVIDUALS</b>							
751 Client Services	350	0	300	50	0	0	0
752 Clothing	0	0	0	0	0	0	0
<b>760 INSURANCE</b>							
761 Malpractice & Bonding	100	0	100	0	0	0	0
762 Vehicles	3,668	0	1,684	1,684	0	300	0
763 Comprehensive Property & Liability	9,508	0	7,572	1,816	0	0	120
770 MEMBERSHIP DUES	465	0	465	0	0	0	0
800 OTHER EXPENDITURES	2,128	0	2,090	38	0	0	0
801 INTEREST EXPENSE	0	0	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0	0	0
TOTAL EXPENSES	401,475	0	180,481	118,267	25,044	63,303	14,380
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	401,475	0	180,481	118,267	25,044	63,303	14,380
<b>SURPLUS/(DEFICIT)</b>							
Total Revenue - Total Expenses (line 49 - 116)	0	0	(0)	0	0	(0)	0
Verification of Balancing a/b 0	0	0	0	0	0	0	0







**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**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. **Add the following to Paragraph 1.:**

**1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

4. **Add the following to Paragraph 4.:**

**4.1.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be





made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

5. **Add the following to Paragraph 6.:**

6.4. 6.5. The Contractor shall comply with proposed treatment and prevention rules.

6. **Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

7. **Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

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

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

8.1.7. Failure to comply with any covenants or conditions in this Agreement.

8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.

8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.

8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

8. **Add the following to Subparagraph 8.2.:**

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





**9. Add the following to Paragraph 8.:**

**8.3.** Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

**10. Add the following to Paragraph 9.:**

**9.4.** The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

**9.5.** The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

**9.5.1.** The Income Statement shall be based on the accrual method of accounting.

**9.5.2.** The Exhibit B-3, Form A – Revenue and Expense Report shall be based on a modified accrual method of accounting. Modifications include the following:

**9.5.2.1.** Mortgage payments shall include both principal and interest;

**9.5.2.2.** Depreciation shall only be included on the Exhibit B-3, Form A – Revenue and Expense Report) when it is included in the approved contract budget.

**9.5.2.3.** Capital expenditures shall be included on the Exhibit B-3, Form A – Revenue and Expense Report and Exhibit B-4, Budget Form C-Capital Expenditure Report.

**9.6.** The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

**9.7.** The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

**9.8.** The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

**9.9.** The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

**9.10.** On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

**9.11.** Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

**11. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

**10.2.** In the event of termination under Paragraph 10., of these General Provisions the approval



of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

12. **Amend Paragraph 12. by adding the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

12.1. The Contractor shall not enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.



- 13. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**  
**13.2.** The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.
- 14. Replace Paragraph 14.1.1. with the following:**  
**14.1.1.** Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) in aggregate; and
- 15. Add the following to Paragraph 14.:**  
**14.1.3.** A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.  
**14.1.4.** Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.  
**14.1.5.** Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.  
**14.3.** The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 16. Add the following to Paragraph 20.:**  
**20.1.** The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.  
**20.2.** Community Support Program funds are to be used for:  
**20.2.1.** Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.  
**20.2.2.** Travel directly related to carrying out activities under the approved project.  
**20.2.3.** Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.  
**20.3.** Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:  
**20.3.1.** To provide inpatient services.  
**20.3.2.** To make cash payments to intended recipients of health services.  
**20.3.3.** To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.  
**20.3.4.** To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or  
**20.3.5.** To provide services to persons at local jails or any correctional facility.  
**20.420.5.** In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services



Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

**20.6.7.** Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

**20.6.8.** Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

**20.6.8.1.** Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

**20.6.8.2.** Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

**20.7.** The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit



that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

**20.8.** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**20.9.** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

**20.10.** The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

**20.11.** The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.



**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

*RD*

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



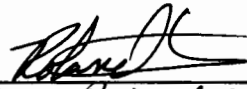
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for 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: The Stepping Stone Drop-In Center ASSN.

5/20/15  
Date

  
Board President  
Name: Roland C. Dumont  
Title: Board President





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

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

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.





- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Dept. of Health & Human Svs.  
The State

Kathleen Dunn  
Signature of Authorized Representative

Kathleen A Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/28/15  
Date

The Stepping Stone Drop-In Center Assoc.  
Name of the Contractor

Roland C Dumont  
Signature of Authorized Representative

Roland C Dumont  
Name of Authorized Representative

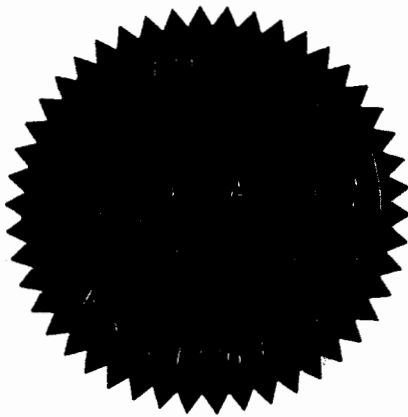
Board President  
Title of Authorized Representative

5/20/15  
Date

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE STEPPING STONE DROP-IN CENTER ASSOCIATION is a New Hampshire nonprofit corporation formed September 8, 1995. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21<sup>st</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Colleen Fisk, do hereby certify that:

1. I am the duly elected Clerk of The Stepping Stone Drop-In Center Association

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 16, 2015.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:


**To Provide: Peer Support Services  
Crisis Respite  
Warmline Services for Regions 2 and 5**

**RESOLVED:** That the President or Treasurer hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 20, 2015.

4. Roland C Dumont or Nancy J Beaudoin is duly elected President or Treasurer of the Corporation.

(Seal)  
(Corporation)

  
\_\_\_\_\_  
(Signature of Board Secretary)

State of New Hampshire

County of Sullivan

The foregoing instrument was acknowledged before me this 20th day of May, 2015.

By Colleen Fisk

  
\_\_\_\_\_

Name: Susan E Seidler  
Title: Notary Public/Justice of the Peace

(Seal)  
(Notary Public)

Commission Expires: February 25, 2020





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2015

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> A. B. Gile, Inc. PO Box 66 Hanover, NH 03755	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (603) 643-4540	<b>FAX (A/C, No):</b> (603) 643-6382
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  Stepping Stone Drop in Center Association 108 Pleasant Street Claremont, NH 03743	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Philadelphia Insurance Co.	
	<b>INSURER B:</b> Liberty Mutual Ins. Co.	
	<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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PROFESSIONAL</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1290467	03/22/2015	03/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS <input type="checkbox"/>		PHPK1290467	03/22/2015	03/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	WC5-31S-389810-015	03/22/2015	03/22/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation Covered States 3.A. Part One: NH; 3.C. Part Three: Refer To Residual Market Limited Other States Insurance Endorsement WC000326A. Excluded Officers: Nancy Beaudoin, Susan Buckholz, and Roland Dumont.

Evidence of Insurance - Employee Dishonesty - Limit: \$30,000 - Deductible: \$500 (Part of Policy PHPK1290467 - Policy Dates 3/22/15 - 3/22/16)

<b>CERTIFICATE HOLDER</b>  Bureau of Behavioral Health Contract Management - Sandy Lawrence Main Building - Room 210S 105 Pleasant Street 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.
	<b>AUTHORIZED REPRESENTATIVE</b>  

# **The Stepping Stone Drop-In Center Association**

## **Mission Statement**

Our program is committed to the creation of a safe, supportive, and educational environment for people struggling with a variety of mental health issues. We emphasize understanding, mutual accountability, and respect for diversity. We offer groups and events in which we learn more about ourselves and how we interact with others. We utilize shared leadership, skill development, team activities, and a holistic model of health to make these groups and events a valuable opportunity for growth and strength.

*Adopted 2/27/03*

**STEPPING STONE DROP-IN  
CENTER ASSOCIATION**

**FOR THE YEARS ENDED JUNE 30, 2014 AND 2013  
AND  
INDEPENDENT AUDITORS' REPORT**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**FINANCIAL STATEMENTS**

**JUNE 30, 2014 AND 2013**

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# Leone, McDonnell & Roberts

Professional Association  
**CERTIFIED PUBLIC ACCOUNTANTS**  
WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD  
STRATHAM

To the Board of Directors of  
Stepping Stone Drop-In Center Association  
Claremont, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying statements of Stepping Stone Drop-In Center Association (the "Association") (a nonprofit corporation), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities and cash flows for the years then ended and the related notes to the financial statements.

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

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

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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 express purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Stepping Stone Drop-In Center Association as of June 30, 2014 and 2013, and the changes in its net assets, cash flows for the years then ended and functional revenue, support and expenses for the year ended June 30, 2014, in accordance with accounting principles generally accepted in the United States of America.

**Other Matter**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Bureau of Behavioral Health refundable advance - designated on page 12 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone, McDonnell & Roberts  
Professional Association*

November 11, 2014  
Wolfeboro, New Hampshire

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2014 AND JUNE 30, 2013**

	<b><u>2014</u></b>	<b><u>2013</u></b>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents - designated	\$ 35,035	\$ 20,176
Cash and cash equivalents - undesignated	24,808	35,367
Accounts receivable	-	2,102
Prepaid expenses	<u>5,138</u>	<u>7,271</u>
Total current assets	<u>64,981</u>	<u>64,916</u>
<b>PROPERTY</b>		
Building	378,111	341,825
Equipment	<u>39,294</u>	<u>39,294</u>
Total	417,405	381,119
Less: accumulated depreciation	<u>(119,210)</u>	<u>(109,002)</u>
Property - net	<u>298,195</u>	<u>272,117</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 363,176</u></b>	<b><u>\$ 337,033</u></b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long term debt	\$ 12,827	\$ 12,768
Accounts payable	7,404	8,454
Accrued payroll and related liabilities	12,056	11,271
Refundable advances	4,586	5,101
Refundable advances - designated	<u>35,035</u>	<u>20,176</u>
Total current liabilities	71,908	57,770
<b>LONG-TERM DEBT, NET OF CURRENT PORTION SHOWN ABOVE</b>	<u>264,741</u>	<u>279,686</u>
Total liabilities	<u>336,649</u>	<u>337,456</u>
<b>NET ASSETS</b>		
Unrestricted	26,322	(4,122)
Temporarily restricted	<u>205</u>	<u>3,699</u>
Total net assets	<u>26,527</u>	<u>(423)</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 363,176</u></b>	<b><u>\$ 337,033</u></b>

See Notes to Financial Statements

**STEPPING STONE DROP-IN CENTER ASSOCIATION**  
**STATEMENTS OF ACTIVITIES**  
**FOR THE YEARS ENDED JUNE 30, 2014 AND JUNE 30, 2013**

	<u>2014</u>	<u>2013</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS</b>		
<b>REVENUE AND SUPPORT</b>		
Grants	\$ 329,701	\$ 315,548
Rental income	5,230	1,461
Contributions	643	1,011
Other	<u>2,243</u>	<u>3,064</u>
Total unrestricted revenues and gains	337,817	321,084
Net assets released from restrictions	<u>3,494</u>	<u>2,626</u>
 Total unrestricted revenues, gains and other support	 <u>341,311</u>	 <u>323,710</u>
 <b>EXPENSES</b>		
<b>Program services:</b>		
Stepping Stone	149,165	164,253
Next Step	86,509	109,251
Warm Line	19,732	20,220
Respite	41,073	23,290
Other Programs	14,388	23,670
General management allocation	(28,923)	(32,963)
<b>Supporting activities:</b>		
General management	<u>28,923</u>	<u>32,963</u>
 Total	 <u>310,867</u>	 <u>340,684</u>
 <b>INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS</b>	 <u>30,444</u>	 <u>(16,974)</u>
 <b>CHANGES IN TEMPORARILY RESTRICTED NET ASSETS</b>		
Contributions	-	100
Net assets released from restrictions	<u>(3,494)</u>	<u>(2,626)</u>
 <b>DECREASE IN TEMPORARILY RESTRICTED NET ASSETS</b>	 <u>(3,494)</u>	 <u>(2,526)</u>
 <b>CHANGES IN NET ASSETS</b>	 26,950	 (19,500)
 <b>NET ASSETS - BEGINNING OF YEAR</b>	 <u>(423)</u>	 <u>19,077</u>
 <b>NET ASSETS - END OF YEAR</b>	 <u>\$ 26,527</u>	 <u>\$ (423)</u>

See Notes to Financial Statements



**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2014 AND JUNE 30, 2013**

	<u>2014</u>	<u>2013</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 26,950	\$ (19,500)
Adjustments to reconcile decrease in net assets to net cash used in operating activities:		
Depreciation	10,208	9,602
(Increase) decrease in assets:		
Accounts receivable	2,102	(2,102)
Prepaid expenses	2,133	5,523
Increase (decrease) in liabilities:		
Accounts payable	(1,050)	5,970
Accrued payroll and related liabilities	785	(751)
Refundable advances	(515)	(5,281)
Refundable advances - designated	<u>14,859</u>	<u>(10,365)</u>
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>55,472</u>	<u>(16,904)</u>
<b>CASH FLOWS USED IN INVESTING ACTIVITIES</b>		
Purchase of property	<u>(36,286)</u>	<u>-</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(36,286)</u>	<u>-</u>
<b>CASH FLOWS USED IN FINANCING ACTIVITIES</b>		
Proceeds from long term borrowings	-	76,000
Repayments of long-term notes payable	<u>(14,886)</u>	<u>(40,207)</u>
<b>NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES</b>	<u>(14,886)</u>	<u>35,793</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	4,300	18,889
<b>CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR</b>	<u>55,543</u>	<u>36,654</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 59,843</u>	<u>\$ 55,543</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	<u>\$ 11,256</u>	<u>\$ 9,802</u>

See Notes to Financial Statements

## **STEPPING STONE DROP-IN CENTER ASSOCIATION**

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

#### **NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **Organization**

Stepping Stone Drop-In Center Association, (“the Association”) is a nonprofit organization incorporated under the laws of the State of New Hampshire on September 8, 1995. The Association is a voluntary, non-profit, educational, social, peer support association formed to support and assist people who are, have been, or could be at risk of becoming a consumer of psychiatric and/or psychological services. Services include provision of community resources to consumers through mutual peer support, education of the public regarding human and civil rights of the consumers, as well as societal responsibility for supporting those rights. In addition, Stepping Stone Drop-In Center Association provides assistance and support to consumers in their efforts to improve their own quality of life. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

##### **Basis of Accounting**

The financial statements of the Association have been prepared in accordance with generally accepted accounting standards and principles established by the Financial Accounting Standards Board (FASB).

##### **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 the liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

##### **Basis of Presentation**

The Association is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

**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 donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Association.

**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 product income for general or specific purposes.

As of June 30, 2014 the Association had unrestricted and temporarily restricted net assets.

**Cash and Cash Equivalents**

The Association considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

**Advertising**

The Association expenses advertising costs as incurred.

**Property and Depreciation**

Property is stated at cost or fair market value at date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is computed using straight-line methods over the estimated lives of the related assets as follows:

Equipment	5 - 7 years
Buildings	39 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized with authorization from the State of New Hampshire. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowances, and any gain or loss is recognized.

Depreciation expense was \$10,208 and \$9,602 for the years ended June 30, 2014 and 2013, respectively.

**Income Taxes**

The Association is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

Management has evaluated the Association's tax positions and concluded that the Association 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 the financial statements. With few exceptions, the Association is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2011.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

### **Donations**

Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated values at date of receipt. No amounts have been reflected in the statements for donated services, as no objective basis is available to measure the value of such services; however, a number of volunteers have donated time to the Association's program services. The Board of Directors serves in a volunteer capacity.

### **Subsequent Events**

Events occurring after the financial statement 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 11, 2014, which is the date that the financial statements were available to be issued.

#### **NOTE 2**

### **DESIGNATED CASH**

Certain grant awards contain provisions requiring the Association to maintain separate cash accounts. Amounts deposited in these accounts are designated as to use and are not available for day to day operations. As of June 30, 2014 and 2013, designated cash aggregated \$35,035 and \$20,176, respectively.

#### **NOTE 3**

### **LONG-TERM DEBT**

Long-term debt consisted of the following as of June 30, 2014 and 2013:

	<b><u>2014</u></b>	<b><u>2013</u></b>
(2) Two 3% unsecured notes payable to Board members of the Association. The notes are payable in monthly installments for principal and interest of \$200 through September of 2015.	\$ 3,861	\$ 6,000
Mortgage note payable to a bank in monthly installments of \$443 for principal and interest through June of 2033. Interest is fixed for 5 years at 4.5%. The note is secured by certain real estate of the Association.	65,735	70,000
Mortgage payable to a bank in monthly installments of \$1,394 for principal and interest through May of 2031. Interest is stated at the five year treasury rate plus 1.5% (adjusted every three years) which resulted in an interest rate of 3.875% at June 30, 2014 and 2013. The note is secured by certain real estate of the Association.	<u>207,972</u>	<u>216,454</u>
	277,568	292,454
Less current portion due within one year	<u>(12,827)</u>	<u>(12,768)</u>
Total	<b><u>\$ 264,741</u></b>	<b><u>\$ 279,686</u></b>

The scheduled maturities of the notes payable at June 30, 2014 were as follows:

<b>Year Ending <u>June 30</u></b>	<b>Amount <u>Due</u></b>
2015	\$ 12,827
2016	13,674
2017	12,127
2018	12,622
2019	13,138
Thereafter	<u>213,784</u>
Total	<u>\$ 278,172</u>

**NOTE 4**      **REFUNDABLE ADVANCES - DESIGNATED**

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, the Association is required to segregate amounts received in excess of allowable expenses. As of June 30, 2014 and 2013, funds set aside in accordance with this requirement amounted to \$35,035 and \$20,176, respectively.

**NOTE 5**      **ECONOMIC DEPENDENCY**

Over 98% of the total support and revenue was derived from the New Hampshire Department of Health and Human Services for the years ended June 30, 2014 and 2013, respectively. The future existence of the Association is dependent upon the funding policies and continued support of this source. The loss of this funding could have a material adverse effect on the Association.

**NOTE 6**      **LEASE AGREEMENT**

The Association entered into a lease agreement in February of 2014. The tenant was to pay the Association \$1,100 per month with the lease expiring as of March 31, 2015. The Association received \$5,230 and \$1,461 in rental income for the years ended June 30, 2014 and 2013, respectively.

**NOTE 7**      **RETIREMENT PLAN**

The Association offers a simple IRA plan for full time employees. The Association matches up to 3% of the employee contribution. The State of New Hampshire reimburses the Association for retirement expenses. Total retirement costs were \$0 and \$4,238 for the year ended June 30, 2014 and 2013, respectively.

**NOTE 8      CONTINGENCIES**

**Grant Compliance**

The Association receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Association is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations; the Association might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2014 and 2013.

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**SCHEDULE OF FUNCTIONAL REVENUE, SUPPORT AND EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2014**

	<b>Stepping Stone</b>	<b>Next Step</b>	<b>Warm Line</b>
<b>REVENUE AND SUPPORT</b>			
Grants	\$ 153,622	\$ 112,734	\$ 22,272
Rental Income	-	-	-
Contributions	165	-	-
Other Income	96	-	-
	<hr/>	<hr/>	<hr/>
Total revenue and support	\$ 153,883	\$ 112,734	\$ 22,272
	<hr/>	<hr/>	<hr/>
<b>EXPENSES</b>			
Salaries and wages	\$ 69,476	\$ 56,368	\$ 16,637
Employee benefits	15,415	-	723
Utilities	12,121	5,606	-
Audit and accounting fees	9,833	4,377	-
Payroll taxes	5,349	4,461	1,354
Occupancy costs	5,840	5,034	-
Interest expense	2,800	6,930	-
Depreciation	-	-	-
Insurance	8,088	252	-
Travel	5,690	896	-
Telephone	2,988	1,508	871
Staff development and training	5,266	40	101
Office supplies and expense	2,951	485	-
Client consumables	1,185	462	-
Advertising	703	80	46
Legal fees	298	10	-
Other	1,162	-	-
	<hr/>	<hr/>	<hr/>
Total expenses	\$ 149,165	\$ 86,509	\$ 19,732
	<hr/>	<hr/>	<hr/>

**STEPPING STONE DROP-IN CENTER ASSOCIATION**  
**BUREAU OF BEHAVIORAL HEALTH (BBH) REFUNDABLE ADVANCE - DESIGNATED**  
**FOR THE YEAR ENDED JUNE 30, 2014**

**Reconciliation of BBH Refundable Advance**

Total FY 2014 BBH funds received	\$ 363,803
Liquidated from contract	(16,906)
Approved for carryover	(2,337)
Recognition of funds released by BBH	<u>20,069</u>
 Total funds received	 <u>364,629</u>
 Less:	
BBH expenses	<u>(296,479)</u>
 Total approved expenses	 <u>(296,479)</u>
 Less: Approved BBH Expenses	
Training	(8,665)
Repairs	(1,366)
Co-supervision	(3,178)
Consulting	(6,860)
Principle reduction of mortgages	(10,202)
Fixed assets	<u>(23,020)</u>
 Total approved expenses	 <u>(53,291)</u>
 Change in refundable advance at June 30, 2014	 14,859
 Refundable advance balance at June 30, 2013	 <u>20,176</u>
 Refundable advance balance at June 30, 2014	 <u>\$ 35,035</u>



# **The Stepping Stone Drop-in Center Association**

## **BOARD OF DIRECTORS**

**March 25, 2015**

### **PRESIDENT**

**Roland Dumont**

### **VICE PRESIDENT**

**Sister Dymphna Brendan**

### **SECRETARY**

**Colleen Fisk**

### **TREASURER**

**Nancy Beaudoin**

**Lori Brown**

**Susan Buckholz**

**Marilyn Marinelli**

**Paul Marinelli**

**Kathleen Pope**

**Nancy Reardon**

**Dianne Roberts**

### **EXECUTIVE DIRECTOR**

**Susan E. Seidler**

### **PROGRAM DIRECTOR**

**Mark W. Nichols**

# Susan E. Seidler

---

**Objective** To be a member of an organization with a firm commitment to its mission and which aligns with my commitment to intentional peer support, fostering diversity, exceptional work quality, the value of teamwork, personal growth and development, and the ability to implement new ideas.

---

**Skills** I have extensive experience in the administrative aspects of running an organization, including 20 years of supervisory experience. My strengths include systems thinking, communication, organization, initiative, attention to detail, multi-tasking, discretion, problem-solving, trouble-shooting, creativity, sense of humor, and teamwork.

I am proficient in the installation and maintenance of the latest versions of Mac- and PC-based operating systems, Internet browsers, Microsoft Office Professional, virus protection, and Adobe Acrobat and Photoshop Elements; Microsoft Windows and Exchange Server; and various single-purpose programs.

---

**Experience** 12/2006-Present SSDICA Claremont, NH

*Executive Director*

*1/2014-Present*

- Overall management of the organization, including program development, resource allocation, and business operations.
- Establish clear goals and direction for the organization.
- Inspire and lead a diverse team of professionals as well as the Management Team.
- Advise and inform the Board of Directors.
- Champion the organization's vision, goals, and values.
- Promote the principles and values of Intentional Peer Support internally and within the greater community.

*Site & Program Supports Coordinator*

*2/2007-1/2014*

- Oversaw the Stepping Stone site and all aspects of program supports.
- Taught and modeled peer support.
- Participated as member of the management team.
- Supervised assigned staff.
- Maintained accurate and reliable program statistics for BBH contract compliance, Board of Director reports, and Food Bank requirements; submitted same according to established timelines.
- Co-facilitated monthly staff meetings.
- Maintained Intentional Peer Support certification and attended trainings as required and recommended.
- Produced monthly newsletter and oversaw distribution.
- Participated as member of Fundraising Committee and PR sub-committee.
- Worked with the Executive Director on RFP, budgeting, audit, and contracts.
- Oversaw business office and human resources functions, including payroll, earned time records, and staff schedule.
- Prepared and submitted Exhibit B and green sheets for approval of restricted funds usage.

*Interim Executive Director*

*12/2006-2/2007*

## KEY ADMINISTRATIVE PERSONNEL - FY2016

### STEPPING STONE DROP-IN ASSOCIATION

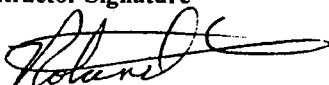

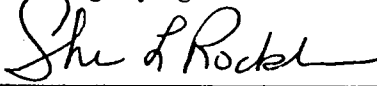
Position	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Susan Seidler	1.00	\$ 39,000.00	\$ 37,603.10	96%

Subject: Peer Support Services

**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 Bureau of Behavioral Health		<b>1.2 State Agency Address</b> 105 Pleasant Street, Main Bldg. Concord, NH 03301	
<b>1.3 Contractor Name</b> The Stepping Stone Drop-In Center Association		<b>1.4 Contractor Address</b> 108 Pleasant Street Claremont, NH 03743	
<b>1.5 Contractor Phone Number</b> 603-543-1388	<b>1.6 Account Number</b> 05-95-92-920010-7011-102 05-95-92-920010-7143-102	<b>1.7 Completion Date</b> 06-30-2015	<b>1.8 Price Limitation</b> \$426,737.
<b>1.9 Contracting Officer for State Agency</b> Sheri L. Rockburn, Director, DHHS, DCBCS		<b>1.10 State Agency Telephone Number</b> 603-271-5000	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Roland C Dumont, Board President	
<b>1.13 Acknowledgement: State of <u>New Hampshire</u>, County of <u>Sullivan</u></b> On <u>May 8, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<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> <u>Susan E. Seidler, Notary Public</u>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Sheri L. Rockburn, Director, DHHS, DCBCS	
<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>W. K. Brown</u> On: <u>6/4/14</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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF WORK**  
**FY 2015**

**I. PEER SUPPORT SERVICES**

1. **Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. **Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. **State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. **Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. **Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. **Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. **Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. **Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

- 8.3.1. Peer Support;
- 8.3.2. Warmline;
- 8.3.3. Facilitating Peer Support Groups;
- 8.3.4. Sexual Harassment; and
- 8.3.5. Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

- 8.4.2.1. Staff Development;
- 8.4.2.2. Supervision;
- 8.4.2.3. Performance Appraisals;
- 8.4.2.4. Employment Practices
- 8.4.2.5. Harassment;
- 8.4.2.6. Program Development;
- 8.4.2.7. Complaints and the Complaint Process; and
- 8.4.2.8.

Financial

Management.

5/8/14



8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. **Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. **Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. **Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. **Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. **Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. **Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;

13.1.2. Outreach;

13.1.3. Individual Peer Assistance;

13.1.4. Telephone Support during business hours;

13.1.5. A monthly Newsletter;

13.1.6. Wellness Training;

13.1.7. Community Education; and

13.1.8. Monthly Educational Events to members.

13.2. **Consumer** means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. **Guest** means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. **Member** means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. **Participant** means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.

13.6. **Peer Support** means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. **Telephone Support** means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. **Warmline** shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. **Wellness Training** is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

Contractor Initials: RD  
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13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

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

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, and BBH immediately.

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

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

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

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;

14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;

14.6.3. Internal Control Procedures; and

14.6.4. Expense Reimbursement and Advance Policy.

14.7. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

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

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

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

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

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

RD  
5/8/14

16. **Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. **Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.

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

19. **Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

20. **Changes to Budget Personnel Form B:** The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

21. **DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

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

23. **Purging of Member Lists:** Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

24. **Warm Line Services:** The Contractor shall provide peer support warm line services to geographic regions 2 (Lebanon/Claremont area) and 5 (Monadnock area).

25. **Memorandum of Understanding:** Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2015.

## **II. PEER OPERATED CRISIS RESPITE PROGRAM**

1. **Crisis Respite Program Description:** The Contractor may provide a peer operated crisis respite program. The program shall provide early intervention for individuals (18) years of age and older who have a mental illness and are experiencing a crisis in the community. The program shall provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization. These interventions are done using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.

2. **Crisis Respite Program Goals and Objectives:** The peer operated crisis respite program shall incorporate the following goals and objectives:

2.1. **Purpose:** Provide crisis respite services that are designed to provide a safe community-based environment and reduce the need for hospitalization.

2.2. **CMHC Referrals:** Develop a referral process to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.

RD  
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- 2.3. **Other Peer Support Services:** Offer other peer support agency services and supports during the course of stay at the crisis respite program.
- 2.4. **Transportation:** Provide of transportation to and from the crisis respite program to other community-based appointments.
- 2.5. **Assessment:** Administer an functional assessment at the time of entry and exit from the program.
- 2.6. **Wellness and Recovery:** Provide individualized supports with a focus on wellness and recovery. This may include Wellness Recovery Action Plan (WRAP), if applicable.
- 2.7. **Return to the Community:** Support the individual in returning to participation in community activities, services and supports.
- 2.8. **Health Needs:** Ensure the individual's health needs are addressed during the course of their stay in the crisis respite program.
- 2.9. **Other Community Services:** Ensure communication with other service providers involved in the individual's care, with their written consent.

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

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

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

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

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

8. **Commencement Date of Agreement:** The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

Contractor Initials: RD  
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**MEMORANDUM OF UNDERSTANDING**  
**FY 2015**

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and **The Stepping Stone Drop-In Center Association**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2015. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

**I. PERFORMANCE DOMAINS**

**A. FISCAL DOMAIN**

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

**1. Current Ratio**

*Definition:* A measure of the Contractor's total current assets available to cover the cost of current liabilities.

*Formula:* Total current assets divided by total current liabilities.

*Performance Standard:* The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

**2. Accounts Payable**

*Definition:* The Contractor's timeliness in paying invoices.

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

**3. Budget Management**

*Definition:* Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year-to-date basis the percentage of the Contractor's budget executed year-to-date.

*Formula:* (*Revenues*) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (*Expenses*) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

*Performance Standard:* Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

Contractor Initials:

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**B. COMPLIANCE DOMAIN**

**1. Consumer Control**

*Rationale:* Peer Support Agencies are consumer run and controlled.

*Definition:* Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

*Source of Data:* BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

**2. Board Of Directors Development**

*Rational:* Members of the Board of Directors understand their roles and responsibilities.

*Definition:* There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

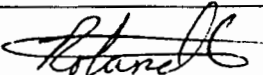
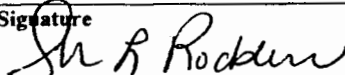
*Source of Data:* BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

**II. REMEDIATION PROCESS**

**A. REMEDATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

SS FY15 MOU EXHIBIT A PSA

Agency: <b>The Stepping Stone Drop-In Center Association</b>	<i>DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health</i>
Name/Title: <i>Roland C Dumont, Board President</i>	Name/Title: Sheri L. Rockburn, Director
Signature 	Signature 
Date May 8, 2014	Date 5/23/14

Contract Exhibit  
RD  
5/8/14

**PEER SUPPORT SERVICES**

**FY2015 Contract 4**

Fiscal Year / Quarter

**Susan E Seidler**

Prepared By:

**The Stepping Stone Drop-In Ctr. Assoc. - Claremont**  
Organization

**I. MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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A1) Members 59 and under	539	30	30	30	629
A2) Members 60 and over	16	1	1	1	19
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	555	31	31	31	648

B1) New Members 59 and under (unduplicated within category at end of reporting period)	30	30	30	30	120
B2) New Members 60 and over (unduplicated within category at end of reporting period)	1	1	1	1	4

**II. PSA MEMBERS AND PARTICIPANTS SERVED**

A1) Unduplicated Members/Participants 59 and under (served in all programs)	300	28	28	28	384
A2) Unduplicated Members/Participants 60 and over (served in all programs)	13	1	1	1	16
A3) Unduplicated Members/Participants Served in All Programs	313	29	29	29	400

**III. PSA GUESTS SERVED**

A1) Number of Guests (unduplicated)	16	16	16	16	64
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**IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

A) Visitors (unduplicated members and participants only)	125	40	40	40	245
B) Total Visit Days (members and participants only)	2000	2000	2000	2000	8000
C) Average Daily Visits (# of visit days/number of days open in reporting period)	22	22	22	22	
D) Number of Daytime Hours Each Week	42	42	42	42	
E) Number of Evening Hours Each Week	2	2	2	2	
F) Number of Hours Open/Week (F=D+E)	44	44	44	44	
G) Number of Days the Program was Open in the Quarter	92	92	90	91	365
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	10	10	10	10	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	3	3	3	3	

**V. OUTREACH FACE TO FACE**

A) Total Number of Face to Face Contacts	5	5	5	5	20
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**VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH**

A) Total Peer Support Telephone Calls Made	175	175	175	175	700
B) Total Peer Support Telephone Calls Received	250	250	250	250	1000

**VII. WARMLINE**

A) Total Warmline Telephone Calls Made	1000	1000	1000	1000	4000
B) Total Warmline Telephone Calls Received	1100	1100	1100	1100	4400

**PEER SUPPORT SERVICES**

**FY2015 Contract 4**

Fiscal Year / Quarter

**The Stepping Stone Drop-In Ctr. Assoc. - Claremont**  
Organization

**Susan E Seidler**

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**VIII. VOCATIONAL**

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

2	2	2	2	8
---	---	---	---	---

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

2	2	2	2	8
---	---	---	---	---

**IX. CRISIS RESPITE UTILIZATION**

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

60	60	60	60	240
----	----	----	----	-----

B) Number of Persons Served (unduplicated)

10	10	10	10	40
----	----	----	----	----

C) Total Number of Admissions

15	15	15	15	280
----	----	----	----	-----

**X. TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
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B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
---	---	---	---	---

b2) Other Hospital

0	0	0	0	0
---	---	---	---	---

b3) Other

0	0	0	0	0
---	---	---	---	---

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
---	---	---	---	---

**XI. MONTHLY EVENTS**

A) Monthly Educational Events Y/N

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

B) Monthly Newsletters Y/N

Y	Y	Y	
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**XII. TRAINING**

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

0	4	0	0	4
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0
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**XIII. AGENCY-OWNED TRANSPORTATION**

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

55	55	55	55	220
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1625	1625	1625	1625	6500
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PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Stepping Stone Drop-In Ctr. Assoc. - Lebanon  
Organization

Susan E Seidler

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

I. MEMBERSHIP

A1) Members 59 and under	105	6	6	6	123
A2) Members 60 and over	7	0	0	0	7
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	112	6	6	6	130

B1) New Members 59 and under (unduplicated within category at end of reporting period)	5	9	10	11	35
B2) New Members 60 and over (unduplicated within category at end of reporting period)	0	0	0	0	0

II. PSA MEMBERS AND PARTICIPANTS SERVED

A1) Unduplicated Members/Participants 59 and under (served in all programs)	36	14	14	14	78
A2) Unduplicated Members/Participants 60 and over (served in all programs)	2	1	1	1	5
A3) Unduplicated Members/Participants Served in All Programs	38	15	15	15	83

III. PSA GUESTS SERVED

A1) Number of Guests (unduplicated)	12	3	3	3	21
-------------------------------------	----	---	---	---	----

IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION

A) Visitors (unduplicated members and participants only)	34	14	11	11	70
B) Total Visit Days (members and participants only)	750	750	750	750	3000
C) Average Daily Visits (# of visit days/number of days open in reporting period)	8	8	8	8	
D) Number of Daytime Hours Each Week	42	42	42	42	
E) Number of Evening Hours Each Week	2	2	2	2	
F) Number of Hours Open/Week (F=D+E)	44	44	44	44	
G) Number of Days the Program was Open in the Quarter	92	92	90	91	365
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	10	10	10	10	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	2	2	2	2	

V. OUTREACH FACE TO FACE

A) Total Number of Face to Face Contacts	1	1	1	1	4
--	---	---	---	---	---

VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH

A) Total Peer Support Telephone Calls Made	250	250	250	250	1000
B) Total Peer Support Telephone Calls Received	160	160	160	160	640

VII. WARMLINE

A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

The Stepping Stone Drop-In Ctr. Assoc. - Lebanon  
Organization

Susan E Seidler

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

VIII. VOCATIONAL

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

1	1	1	1	4
---	---	---	---	---

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

1	1	1	1	4
---	---	---	---	---

IX. CRISIS RESPITE UTILIZATION

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

0	0	0	0	0
---	---	---	---	---

B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
---	---	---	---	---

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
---	---	---	---	---

b2) Other Hospital

0	0	0	0	0
---	---	---	---	---

b3) Other

0	0	0	0	0
---	---	---	---	---

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
---	---	---	---	---

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

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

B) Monthly Newsletters Y/N

Y	Y	Y	
---	---	---	--

XII. TRAINING

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

0	1	0	0	1
---	---	---	---	---

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

1	0	0	0	1
---	---	---	---	---

XIII. AGENCY-OWNED TRANSPORTATION

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

10	10	10	10	40
----	----	----	----	----

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

500	500	500	500	2000
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**EXHIBIT B**  
**METHODS OF PAYMENT**  
**FY 2015**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.
2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$ 12,140
Capital Expenditures	41,000
Crisis Respite	61,044
Retirement	2,137
Depreciation	2,901
<b>Total</b>	<b>\$119,222</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.
4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.
5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.
6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.
8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
  - 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

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9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

<u>NH General Fund:</u>	\$190,114
<u>Federal Funds:</u>	\$236,623
CFDA #:	93.958
Federal Agency:	U.S. Department of Health and Human Services
	Program Title: Block Grants for Community Mental Health Services
Amount:	\$236,623

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102  
05-95-92-920010-7143-102

FY15 Exhibit B PSA SS

Contractor Initials: RD  
5/8/14

# Budget Form

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

The Stepping Stone Drop-In Center  
Bidder/Program Name: Association

Consumer Peer Support Services & Peer  
Budget Request for: Operated Crisis Respite Services  
*(Name of RFP)*

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

1. Total Salary/Wages	\$ 203,541.87	\$ 21,851.13	\$ 225,393.00
2. Employee Benefits	\$ 34,639.16	\$ 6,552.84	\$ 41,192.00
3. Consultants	\$ 1,050.00	\$ -	\$ 1,050.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ 1,560.00	\$ -	\$ 1,560.00
Repair and Maintenance	\$ 17,107.00	\$ -	\$ 17,107.00
Purchase/Depreciation	\$ 2,901.00	\$ -	\$ 2,901.00
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 400.00	\$ -	\$ 400.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ 400.00	\$ -	\$ 400.00
Office	\$ 1,177.90	\$ 745.10	\$ 1,923.00
6. Travel	\$ 5,708.56	\$ 510.44	\$ 6,219.00
7. Occupancy	\$ 43,517.50	\$ 1,764.50	\$ 45,282.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 6,438.17	\$ 521.83	\$ 6,960.00
Postage	\$ 1,312.30	\$ 69.70	\$ 1,382.00
Subscriptions	\$ 200.00	\$ -	\$ 200.00
Audit and Legal	\$ 6,400.00	\$ 1,000.00	\$ 7,400.00
Insurance	\$ 13,208.00	\$ -	\$ 13,208.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ 377.00	\$ -	\$ 377.00
10. Marketing/Communications	\$ 100.00	\$ -	\$ 100.00
11. Staff Education and Training	\$ 12,540.00	\$ -	\$ 12,540.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
a. Building & Household	\$ 4,700.00	\$ -	\$ 4,700.00
b. Capital Expenditures	\$ 36,900.00	\$ 4,100.00	\$ 41,000.00
c. Membership Dues	\$ 365.00	\$ -	\$ 365.00
d. Bank fees, criminal & DMV records	\$ -	\$ 418.00	\$ 418.00
e. Loans to individuals	\$ -	\$ 2,400.00	\$ 2,400.00
14. Food	\$ 3,200.00	\$ -	\$ 3,200.00
15. Advertising	\$ 1,110.98	\$ 79.02	\$ 1,190.00
16. Printing	\$ 1,773.84	\$ 126.16	\$ 1,900.00
17. Assistant to Individuals	\$ 350.00	\$ -	\$ 350.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 400,978.27</b>	<b>\$ 40,138.73</b>	<b>\$ 441,117.00</b>

Indirect As A Percent of Direct

10.0%

Region: Region 2

Agency: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Claremont 111a	Peer Support Program Lebanon 211a	Warm Line 111b	Crisis Respite 111e	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>							
401 Net client fees	0	0	0	0	0	0	0
402 HMO's	0	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0	0
404 Medicaid	0	0	0	0	0	0	0
405 Medicare	0	0	0	0	0	0	0
406 Other insurance	0	0	0	0	0	0	0
411 Other program fees	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0
<b>420 PROG. SALES</b>							
421 Production	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>							
431 United Way	0	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0	0
433 Donations/Contributions	2,500	0	0	0	0	0	2,500
435 Other public support	0	0	0	0	0	0	0
436 DVR	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438 DCYF	0	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>							
441 Block Grants	236,623	0	116,854	69,707	11,778	38,284	0
442 Community Support Prog	0	0	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0
445 Other federal grants	0	0	0	0	0	0	0
446 PATH	0	0	0	0	0	0	0
447 CARE NH	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 RENTAL INCOME	11,880	0	0	0	0	0	11,880
460 INTEREST INCOME	0	0	0	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0	0	0	0
<b>480 BBH</b>							
481 Community Mental Health	190,114	0	85,623	69,210	12,521	22,760	0
482 Community Developmental Services	0	0	0	0	0	0	0
490 OTHER REVENUES	0	0	0	0	0	0	0
491 Other DBH (carry over)	441,117	0	202,477	138,917	24,299	61,044	14,380
Subtotal	441,117	0	202,477	138,917	24,299	61,044	14,380
500 GM Allocation	0	0	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	<b>441,117</b>	<b>0</b>	<b>202,477</b>	<b>138,917</b>	<b>24,299</b>	<b>61,044</b>	<b>14,380</b>

Region: Region 2

Agency: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Claremont 111a	Peer Support Program Lebanon 211a	Warm Line 111b	Crisis Respite 111e	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>							
601 Salary & Wages	225,393	0	87,144	73,700	16,835	47,715	0
602 Employee Benefits	23,949	0	8,429	7,016	2,246	6,259	0
603 Payroll taxes	17,243	0	6,666	5,638	1,288	3,650	0
Subtotal	266,585	0	102,239	86,353	20,369	57,624	0
610 Client Wages	0	0	0	0	0	0	0
<b>620 PROFESSIONAL FEES</b>							
621 Substitute Staff	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	1,050	0	525	525	0	0	0
625 Audit Fees	6,900	0	3,450	3,450	0	0	0
626 Legal Fees	500	0	500	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0	0	0
<b>630 STAFF DEV &amp; TRNG.</b>							
631 Journals & Publications	200	0	100	100	0	0	0
632 In-Service Training	12,140	0	12,140	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0	0
634 Other Staff Development	400	0	280	120	0	0	0
<b>640 OCCUPANCY COSTS</b>							
641 Rent	0	0	0	0	0	0	0
642 Mortgage Payments	22,044	0	5,316	12,000	0	0	4,728
643 Heating Costs	15,004	0	8,500	5,346	830	328	0
644 Other Utilities	4,984	0	2,151	1,173	400	60	1,200
645 Maintenance & Repairs	14,959	0	5,923	3,318	0	0	5,718
646 Taxes	3,250	0	750	0	0	0	2,500
647 Other Occupancy Costs	0	0	0	0	0	0	0
<b>650 CONSUMABLE SUPPLIES</b>							
651 Office	2,300	0	1,200	600	300	200	0
652 Building/Household	4,700	0	2,500	2,000	0	200	0
653 Educational/Training	400	0	325	75	0	0	0
654 Production & Sales	0	0	0	0	0	0	0
655 Food	3,200	0	2,000	1,200	0	0	0
656 Medical	400	0	400	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0
<b>660 CAPITAL EXPENDITURES</b>							
665 DEPRECIATION	41,000	0	28,334	12,666	0	0	0
670 EQUIPMENT RENTAL	1,560	0	1,560	0	0	0	0
680 EQUIPMENT MAINTENANCE	4,548	0	3,540	1,008	0	0	0
Subtotal page	409,025	0	184,634	129,934	21,899	58,412	14,146

Region: Region 2

Agency: The Stepping Stone Drop-In Center Association

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Claremont 111a	Peer Support Program Lebanon 211a	Warm Line 111b	Crisis Respite 111e	Other Non-BBH 111f
Total Carried Forward	409,025	0	184,634	129,934	21,899	58,412	14,146
700 ADVERTISING	1,190	0	940	250	0	0	0
710 PRINTING	2,000	0	2,000	0	0	0	0
720 TELEPHONE/COMMUNICATIONS	6,960	0	2,340	1,860	2,400	360	0
730 POSTAGE/SHIPPING	1,382	0	1,382	0	0	0	0
<b>740 TRANSPORTATION</b>							
741 Board Members	0	0	0	0	0	0	0
742 Staff	1,254	0	750	504	0	0	0
743 Clients	4,965	0	1,804	1,189	0	1,972	0
744 Delivery Products	0	0	0	0	0	0	0
<b>750 ASSIST. TO INDIVIDUALS</b>							
751 Client Services	350	0	300	50	0	0	0
752 Clothing	0	0	0	0	0	0	0
<b>760 INSURANCE</b>							
761 Malpractice & Bonding	100	0	100	0	0	0	0
762 Vehicles	4,038	0	1,869	1,869	0	300	0
763 Comprehensive Property & Liability	9,070	0	5,718	3,238	0	0	114
770 MEMBERSHIP DUES	365	0	365	0	0	0	0
800 OTHER EXPENDITURES	418	0	275	23	0	0	120
801 INTEREST EXPENSE	0	0	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0	0	0
TOTAL EXPENSES	441,117	0	202,477	138,917	24,299	61,044	14,380
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	441,117	0	202,477	138,917	24,299	61,044	14,380
<b>SURPLUS/(DEFICIT)</b>							
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	(0)	0	(0)	0
Verification of Balancing s/b 0	(0)						





**EXHIBIT C**  
**SPECIAL PROVISIONS**  
**FY 2015**

**1. Add the following to Paragraph 1.:**

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

**2. Add the following to Paragraph 4.:**

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

**3. Add the following to Paragraph 6.:**

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

**4. Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

**5. Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

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

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

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- 8.1.7. Failure to comply with any covenants or conditions in this Agreement.
- 8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
- 8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

**6. Add the following to Subparagraph 8.2.:**

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

**7. Add the following to Paragraph 8.:**

8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

**8. Add the following to Paragraph 9.:**

9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

9.5.1. The Income Statement shall be based on the accrual method of accounting.

9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:

9.5.2.1. Mortgage payments shall include both principal and interest;

9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.

9.5.2.3. Capital expenditures shall be included on the Form A.

9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

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9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

**9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**10. Replace Paragraph 12. with the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

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**11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

**12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than \$500,000, replace Paragraph 14.1.1. with the following:**

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate; and

**13. Add the following to Paragraph 14.:**

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

**14. Add the following to Paragraph 20.:**

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

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

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

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

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

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5/8/14

20.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

20.6. Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

20.6.1. All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

20.6.2. The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.3. Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.4. In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

20.6.5. Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

20.6.6. Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

20.6.7. Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

20.6.8. Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

20.6.8.1. Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

20.6.8.2. Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

20.7. The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

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5/8/14

20.8. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

**FY15 Exhibit C PSA**

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5/8/14

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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



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

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

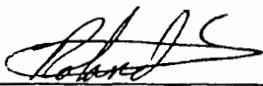
Place of Performance (street address, city, county, state, zip code) (list each location)

108 Pleasant Street, Claremont, NH 03743  
109 Bank Street, Lebanon, NH 03766

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

The Stepping Stone Drop-In Center Association	From: 7/1/2014 To: 6/30/2015
(Contractor Name)	(Period Covered by this Certification)

Roland C Dumont, Board President
(Name & Title of Authorized Contractor Representative)

	5/8/2014
(Contractor Representative Signature)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
\*Temporary Assistance to Needy Families under Title IV-A
\*Child Support Enforcement Program under Title IV-D
\*Socia Services Block Grant Program under Title XX
\*Medicaid Program under Title XIX
\*Community Services Block Grant under Title VI
\*Child Care Development Block Grant under Title IV

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

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

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

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

[Signature]
(Contractor Representative Signature)

Roland C Dumont, Board President
(Authorized Contractor Representative Name & Title)

The Stepping Stone Drop-In Center Association
(Contractor Name)

May 8, 2014
(Date)

**NH Department of Health and Human Services**  
**STANDARD EXHIBIT F**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

**PRIMARY COVERED TRANSACTIONS**


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

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

	Roland C Dumont, Board President
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
The Stepping Stone Drop-In Center Assn.	May 8, 2014
(Contractor Name)	(Date)

Contractor Initials: RD  
Date: 5/8/14

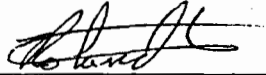
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



\_\_\_\_\_  
(Contractor Representative Signature)

Roland C Dumont, Board President

\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

The Stepping Stone Drop-In Center Association

\_\_\_\_\_  
(Contractor Name)

May 8, 2014

\_\_\_\_\_  
(Date)

NH Department of Health and Human Services

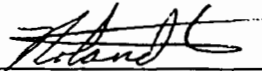
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



(Contractor Representative Signature)

Roland C Dumont, Board President

(Authorized Contractor Representative Name & Title)

The Stepping Stone Drop-In Center Association

(Contractor Name)

May 8, 2014

(Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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



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

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Bureau of Behavioral Health

The Stepping Stone Drop-In Ctr Assoc

The State Agency Name

Name of the Contractor

*Sheri L. Rockburn*

*Roland C Dumont*

Signature of Authorized Representative

Signature of Authorized Representative

Sheri L. Rockburn

Roland C Dumont

Name of Authorized Representative

Name of Authorized Representative

Director

Board President

Title of Authorized Representative

Title of Authorized Representative

*5/15/14*

May 8, 2014

Date

Date



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

This first Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated May 18, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Consumer Advisory Board (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 328 Union Avenue, Laconia, NH, 03247.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #97) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by one (1) year and increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to June 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$692,758.
4. Delete in its entirety, Exhibit A Scope of Work FY 15 and replace with Exhibit A Amendment #1, Scope of Work.
5. Delete in its entirety, Memorandum of Understanding FY 2015.
6. Add Exhibit A-1 Statistics
7. Delete in its entirety, Exhibit B Methods of Payment FY 15 and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
8. Add Exhibit B-2, Budget Form
9. Add Exhibit B-3, Budget Form A – Revenue and Expense Report



- 
10. Add Exhibit B-4, Budget Form C - Capital Expenditure Report
  11. Delete in its Entirety Exhibit C Special Provisions FY 2015 and replace with Exhibit C Amendment #1 Special Provisions.
  12. Add Exhibit C-1, Revisions to General Provisions.
  13. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, by extending the end date to June 30, 2016.
  14. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to June 30, 2016.
  15. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
  16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

New Hampshire Department of Health and Human Services  
Peer Support 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,

State of New Hampshire  
Department of Health and Human Services

5/28/15  
Date

Kathleen Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Lakes Region Consumer Advisory Board

5/19/2015  
Date

Karen S. Thurston  
NAME Karen S. Thurston  
TITLE Secretary or the Board

Acknowledgement:

State of New Hampshire, County of Belknap on 5/19/2015, before the undersigned officer, personally appeared the person identified above, who acknowledged himself/herself to be the Secretary, 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

Cathleen M. McKim  
Name and Title of Notary or Justice of the Peace

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



New Hampshire Department of Health and Human Services  
Peer Support Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/3/15

Name: [Signature]  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

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



Exhibit A Amendment #1

Scope of Services

**I. PEER SUPPORT SERVICES**

**1. Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages, Exhibit A-1 Statistics. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

**2. Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

**3. State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

**4. Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

**5. Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

**6. Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

**7. Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

**8. Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

- 8.1.** Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.
- 8.2.** Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.
- 8.3.** The Contractor shall obtain and provide the following training for staff on an annual basis:
  - 8.3.1.** Peer Support;
  - 8.3.2.** Warmline;
  - 8.3.3.** Facilitating Peer Support Groups;
  - 8.3.4.** Sexual Harassment; and
  - 8.3.5.** Member Rights.
- 8.4.** The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.



Exhibit A Amendment #1

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

8.4.2.1. Staff Development;

8.4.2.2. Supervision;

8.4.2.3. Performance Appraisals;

8.4.2.4. Employment Practices

8.4.2.5. Harassment;

8.4.2.6. Program Development;

8.4.2.7. Complaints and the Complaint Process; and

8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

**9. Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

**10. Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

**11. Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

**12. Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

**13. Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;

13.1.2. Outreach;

13.1.3. Individual Peer Assistance;

13.1.4. Telephone Support during business hours;

13.1.5. A monthly Newsletter;



Exhibit A Amendment #1

- 13.1.6. Wellness Training;
- 13.1.7. Community Education; and
- 13.1.8. Monthly Educational Events to members.
- 13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.
- 13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.
- 13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.
- 13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.
- 13.6. Peer Support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.
- 13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.
- 13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.
- 13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.
- 13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.
- 13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.
- 13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.
- 13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.
- 13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.
- 13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.
- 13.16. State Fiscal Year means the period from July 1 through June 30.
- 13.17. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.

14. **Board of Director Criteria:** The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:



Exhibit A Amendment #1

- 14.1. BBH Requirements for Board of Directors:** The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.
- 14.2. NH Division of Charitable Trusts Requirements for Board of Directors:** If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.
- 14.3. Board of Director Job Descriptions:** The Board of Director Members and Officers shall have written descriptions outlining their duties.
- 14.4. Board of Director Orientation:** The Board of Directors shall have a documented Orientation Process and Manual.
- 14.5. Board of Director Trainings:** The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.
- 14.6. Board of Director Fiduciary Responsibilities:** The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:
- 14.6.1.** Cash Management including cash receipts, cash disbursements, and petty cash;
  - 14.6.2.** Accounts Payable/Receivable Procedures, payroll, and fixed assets;
  - 14.6.3.** Internal Control Procedures; and
  - 14.6.4.** Expense Reimbursement and Advance Policy.
- 14.7. Open Board of Director Meetings:** Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.
- 14.8. Board of Director Minutes:** The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH or her designee.
- 14.9. Board of Director List:** The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 14.10. Annual Board Elections:** The process and results of annual board elections shall be documented and kept on file at the agency.
- 14.11. Change in Board of Director Membership:** BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH or her designee.
- 15. Planning and Advisory Activities:** The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.
- 16. Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 17. Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.
- 18. Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.



Exhibit A Amendment #1

**19. Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

**20. Changes to Budget Personnel Form B:** The Contractor will complete Budget Personnel Form B, a pre-printed form provided by the Department. The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

**21. DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

**22. Increase the Unduplicated Numbers Served:** In State Fiscal Year 2016, the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported during April 1, 2015 through June 30, 2015. This will be achieved in accordance with the written plan outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in State Fiscal Year 2016 may jeopardize future funding increases.

**23. Purging of Member Lists:** Beginning in State Fiscal Year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

**24. Warm Line Services:** The Contractor shall provide peer support warm line services to geographic region 3 (Laconia area), 4 (Concord area), 6 (Nashua area), and 7 (Manchester area).

**II. PERFORMANCE DOMAINS**

The Contractor will cooperate with BBH in measuring the Contractor's performance. The Department will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Performance Domain Indications in Section 1 below, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. The Department will notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Domain Indicators, the Department will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor will work with the Department to develop solution plans to assist the Contractor in achieving compliance.



Exhibit A Amendment #1

1. Performance Domain Indicators

A. FISCAL DOMAIN

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. Current Ratio

**Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.

**Formula:** Total current assets divided by total current liabilities.

**Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. Accounts Payable

**Definition:** The Contractors timeliness in paying invoices.

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

3. Budget Management

**Definition:** Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

**Formula:** **(Revenues)** Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

**Performance Standard:** Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. COMPLIANCE DOMAIN

1. Consumer Control

**Rationale:** Peer Support Agencies are consumer run and controlled.

**Definition:** Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

**Source of Data:** BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. Board Of Directors Development

**Rational:** Members of the Board of Directors understand their roles and responsibilities.

**Definition:** There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

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



**2. REMEDIATION PROCESS**

**A. REMEDIATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.



**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**Lakes Region Consumer Advisory Board-Concord**

**Patt Fancy**

Agency Name - Site

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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**MEMBERSHIP**

A1) Members 59 and under	106	3	4	5	118
A2) Members 60 and over	14	3	1	4	22
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	120	6	5	9	140

B1) New Members 59 and under (unduplicated within category at end of reporting period)	7	3	4	5	19
B2) New Members 60 and over (unduplicated within category at end of reporting period)	3	3	1	4	11

**PSA MEMBERS AND PARTICIPANTS SERVED**

A1) Unduplicated Members/Participants 59 and under (served in all programs)	41	7	7	8	63
A2) Unduplicated Members/Participants 60 and over (served in all programs)	9	2	3	3	17
A3) Unduplicated Members/Participants Served in All Programs	50	9	10	11	80

**PSA GUESTS SERVED**

A) Number of Guests (unduplicated)	26	17	3	5	51
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**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

A) Visitors (unduplicated members and participants only)	50	7	3	6	66
B) Total Visit Days (members and participants only)	760	690	673	715	2838
C) Average Daily Visits (# of visit days/number of days open in reporting period)	10	9	9	8	
D) Number of Daytime Hours Each Week	24	24	24	24	
E) Number of Evening Hours Each Week	20	20	20	20	
F) Number of Hours Open PerWeek (F=D+E)	44	44	44	44	
G) Number of Days the Program was Open in the Quarter	78	77	73	93	321
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	10	10	5	8	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	4	4	5	4	

**OUTREACH FACE TO FACE**

A) Total Number of Face to Face Contacts	0	0	0	0	0
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**DAYTIME TELEPHONE PEER SUPPORT**

A) Total Telephone Peer Support Calls Made	0	0	0	0	0
B) Total Telephone Peer Support Calls Received	0	0	0	0	0

**WARMLINE**

A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**Lakes Region Consumer Advisory Board-Concord**

**Patt Fancy**

Agency Name - Site

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**VOCATIONAL**

- A) Members/Participants Who Receive Vocational Services (unduplicated)
- B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0
0	0	0	0	0

**CRISIS RESPITE UTILIZATION**

- A) Total Number of Days Person(s) Occupied a Bed(s)
- B) Number of Persons Served (unduplicated)
- C) Total Number of Admissions

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

**TRANSITIONAL HOUSING**

- A) Transitional Housing Persons Served (unduplicated)
- B) Referral Source:
  - b1) New Hampshire Hospital
  - b2) Other Hospital
  - b3) Other

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

- C) Total Number of Transitional Housing bed days per quarter

**PERMANENT HOUSING**

- A) Permanent Housing Members Served (Unduplicated)
- B) Total Number of Permanent Housing bed days utilized by members per quarter

0	0	0	0	0
0	0	0	0	0

**MONTHLY EVENTS**

- A) Monthly Educational Events Y/N
- B) Monthly Newsletters Y/N

1st Month	2nd Month	3rd Month	
y	y	y	
y	y	y	

**TRAINING**

**REQUIRED BI-ANNUALLY**

- A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)
- B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

4	4	6	3	17
0	0	2	0	2

**REQUIRED ANNUALLY**

- A) Members/Participants/Staff trained in Warmline (unduplicated)
- B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)
- C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	0	3	4	7
0	0	5	4	9
0	0	0	4	4

**AGENCY-OWNED TRANSPORTATION**

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

257	159	190	220	826
932	653	397	555	2537

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**Lakes Region Consumer Advisory Board-Laconia**  
Agency Name - Site

**Patt Fancy**

Prepared By:

**MEMBERSHIP**

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

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
99	8	8	8	123
15	2	2	3	22
114	10	10	11	145

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

0	8	8	8	24
0	2	2	3	7

**PSA MEMBERS AND PARTICIPANTS SERVED**

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

45	10	15	40	110
6	3	3	6	18
51	13	18	46	128

**PSA GUESTS SERVED**

- A) Number of Guests (unduplicated)

33	24	21	25	103
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**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

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

30	4	3	7	44
870	373	336	450	2029
9	5	4	5	
42	42	42	42	
2	2	2	2	
44	44	44	44	
93	69	87	93	342
8	8	8	10	
12	6	6	6	

**OUTREACH FACE TO FACE**

- A) Total Number of Face to Face Contacts

0	0	0	0	0
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**DAYTIME TELEPHONE PEER SUPPORT**

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

302	0	20	25	347
462	0	20	25	507

**WARMLINE**

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

84	89	152	250	575
324	358	570	615	1867

**VOCATIONAL**

- A) Members/Participants Who Receive Vocational Services (unduplicated)
- B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0
0	0	0	0	0

**CRISIS RESPITE UTILIZATION**

- A) Total Number of Days Person(s) Occupied a Bed(s)
- B) Number of Persons Served (unduplicated)
- C) Total Number of Admissions

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

**TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

B) Referral Source:

b1) New Hampshire Hospital

b2) Other Hospital

b3) Other

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

C) Total Number of Transitional Housing bed days per quarter

**PERMANENT HOUSING**

A) Permanent Housing Members Served (Unduplicated)

B) Total Number of Permanent Housing bed days utilized by members per quarter

0	0	0	0	0
0	0	0	0	0

**MONTHLY EVENTS**

A) Monthly Educational Events Y/N

B) Monthly Newsletters Y/N

1st Month	2nd Month	3rd Month	
y	y	y	
y	y	y	

**TRAINING**

**REQUIRED BI-ANNUALLY**

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

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

0	0	7	2	9
0	0	3	3	6

**REQUIRED ANNUALLY**

A) Members/Participants/Staff trained in Warmline (unduplicated)

B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)

C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	9	0	8	17
0	0	5	5	10
0	0	0	6	6

**AGENCY-OWNED TRANSPORTATION**

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

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

397	121	73	115	706
2018	1164	767	925	4874

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**Lakes Region Consumer Advisory Board-Plymouth Outreach**

**Patt Fancy**

Agency Name - Site

Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
<b>MEMBERSHIP</b>					
A1) Members 59 and under	26	2	2	4	34
A2) Members 60 and over	2	0	0	3	5
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	28	2	2	7	39
<b>B1) New Members 59 and under (unduplicated within category at end of reporting period)</b>					
	1	0	2	1	4
<b>B2) New Members 60 and over (unduplicated within category at end of reporting period)</b>					
	1	0	0	0	1
<b>PSA MEMBERS AND PARTICIPANTS SERVED</b>					
A1) Unduplicated Members/Participants 59 and under (served in all programs)	14	17	19	20	70
A2) Unduplicated Members/Participants 60 and over (served in all programs)	2	2	2	4	10
A3) Unduplicated Members/Participants Served in All Programs	16	19	21	24	80
<b>PSA GUESTS SERVED</b>					
A) Number of Guests (unduplicated)	0	0	0	2	2
<b>ON-SITE PEER SUPPORT PROGRAM UTILIZATION</b>					
A) Visitors (unduplicated members and participants only)	0	0	0	0	0
B) Total Visit Days (members and participants only)	0	0	0	0	0
C) Average Daily Visits (# of visit days/number of days open in reporting period)	0	0	0	0	
D) Number of Daytime Hours Each Week	20	20	20	20	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open PerWeek (F=D+E)	20	20	20	20	
G) Number of Days the Program was Open in the Quarter	70	65	60	75	270
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	1	1	1	2	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	1	1	0	1	
<b>OUTREACH FACE TO FACE</b>					
A) Total Number of Face to Face Contacts	124	108	116	125	473
<b>DAYTIME TELEPHONE PEER SUPPORT</b>					
A) Total Telephone Peer Support Calls Made	114	68	43	57	282
B) Total Telephone Peer Support Calls Received	95	73	48	52	268
<b>WARMLINE</b>					
A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**Lakes Region Consumer Advisory Board-Plymouth Outreach**

**Patt Fancy**

Agency Name - Site

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**VOCATIONAL**

- A) Members/Participants Who Receive Vocational Services (unduplicated)
- B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0
0	0	0	0	0

**CRISIS RESPITE UTILIZATION**

- A) Total Number of Days Person(s) Occupied a Bed(s)
- B) Number of Persons Served (unduplicated)
- C) Total Number of Admissions

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

**TRANSITIONAL HOUSING**

- A) Transitional Housing Persons Served (unduplicated)
- B) Referral Source:
  - b1) New Hampshire Hospital
  - b2) Other Hospital
  - b3) Other

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

- C) Total Number of Transitional Housing bed days per quarter

**PERMANENT HOUSING**

- A) Permanent Housing Members Served (Unduplicated)
- B) Total Number of Permanent Housing bed days utilized by members per quarter

0	0	0	0	0
0	0	0	0	0

**MONTHLY EVENTS**

- A) Monthly Educational Events Y/N
- B) Monthly Newsletters Y/N

1st Month	2nd Month	3rd Month	
y	y	y	
y	y	y	

**TRAINING**

**REQUIRED BI-ANNUALLY**

- A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)
- B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	1	0	1
0	0	0	0	0

**REQUIRED ANNUALLY**

- A) Members/Participants/Staff trained in Warline (unduplicated)
- B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)
- C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	1	0	1	2
0	0	1	1	2
0	0	0	1	1

**AGENCY-OWNED TRANSPORTATION**

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

0	0	0	0	0
0	0	0	0	0



**Method and Conditions Precedent to Payment**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$8,750
Retirement	\$2,875
<b>Total</b>	<b>\$11,625</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Payment for contracted services will be made based on budget identified as Exhibits B-2. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in, Exhibit B-3, Budget Form A - Revenue and Expense Report, into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

*KST*  
Date *5/19/2015*



Exhibit B Amendment #1

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
- 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.
9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.
10. After each quarter of the contract, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.
- 10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the quarter, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.
  - 10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.
  - 10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.
11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.
12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:
- CFDA #: 93.958  
Federal Agency: U.S. Department of Health and Human Services  
Program Title: Block Grants for Community Mental Health Services



## Budget Form

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

Bidder/Program Name: Lakes Region Consumer Advisory Board

Budget Request for: Consumer Peer Support Services

*(Name of RFP)*

Budget Period: July 1, 2015 - June 30, 2016

	Direct	Indirect Fees	Total	
1. Total Salary/Wages	\$ 160,190.00	\$ 25,200.00	\$ 185,390.00	E.D. admin. duties = 60%
2. Employee Benefits	\$ 48,045.75	\$ 7,179.25	\$ 55,225.00	E.D. benefits calc. = 60%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 386.00	\$ -	\$ 386.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 2,495.00	\$ -	\$ 2,495.00	
6. Travel	\$ 13,744.00	\$ -	\$ 13,744.00	
7. Occupancy	\$ 58,971.00	\$ 596.00	\$ 59,567.00	E.D. admin office space = FTE
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 6,775.00	\$ 1,694.00	\$ 8,469.00	E.D. admin. phone use 20%
Postage	\$ 468.00	\$ -	\$ 468.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 8,750.00	\$ -	\$ 8,750.00	
Insurance	\$ 8,702.00	\$ 1,756.00	\$ 10,458.00	E.D. liability only calc. = 60%
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 8,750.00	\$ -	\$ 8,750.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Employee background checks, license & fees, dues &	\$ 1,147.00	\$ -	\$ 1,147.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 318,423.75</b>	<b>\$ 36,425.25</b>	<b>\$ 354,849.00</b>	

Indirect As A Percent of Direct

11.4%

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 3

Agency: Lakes Region Consumer Advisory Board

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program Concord 111a	Peer Support Program Franklin 211a	Peer Support Program Laconia 311a	Warm Line 111b	Satellite Outreach 111c	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>								
401 Net client fees	0	0	0	0	0	0	0	0
402 HMO's	0	0	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0	0	0
404 Medicaid	0	0	0	0	0	0	0	0
405 Medicare	0	0	0	0	0	0	0	0
406 Other insurance	0	0	0	0	0	0	0	0
411 Other program fees	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	0
<b>420 PROG. SALES</b>								
421 Production	0	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>								
431 United Way	0	0	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0	0	0
436 DVR	0	0	0	0	0	0	0	0
437 Div. Alci/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0	0
438 DCYF	0	0	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>								
441 Block Grants	196,872	0	81,741	9,360	81,956	13,459	10,356	0
442 Community Support Prog	0	0	0	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0	0
445 Other federal grants	0	0	0	0	0	0	0	0
446 PATH	0	0	0	0	0	0	0	0
447 CARE NH	0	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0	0
450 RENTAL INCOME	6,720	0	0	0	0	0	0	6,720
460 INTEREST INCOME	0	0	0	0	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0	0	0	0	0
<b>480 BBH</b>								
481 Community Mental Health	151,257	0	62,801	7,204	62,953	10,343	7,956	0
482 Community Developmental Services	0	0	0	0	0	0	0	0
490 OTHER REVENUES	0	0	0	0	0	0	0	0
491 Other DBH (carry over)	0	0	0	0	0	0	0	0
Subtotal	354,849	0	144,542	16,564	144,909	23,802	18,312	6,720
500 GM Allocation	0	0	0	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	354,849	0	144,542	16,564	144,909	23,802	18,312	6,720

Contractor Initials: *KST*  
Date: *5/19/2015*

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 3

Agency: Lakes Region Consumer Advisory Board

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program Concord 111a	Peer Support Program Franklin 211a	Peer Support Program Laconia 311a	Warm Line 111b	Satellite Outreach 111c	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>								
601 Salary & Wages	185,390	0	73,607	12,768	71,195	16,380	11,440	0
602 Employee Benefits	41,043	0	15,012	2,819	15,540	4,893	2,780	0
603 Payroll taxes	14,182	0	5,631	977	5,446	1,253	875	0
Subtotal	240,615	0	94,249	16,564	92,181	22,526	15,095	0
610 Client Wages	0	0	0	0	0	0	0	0
<b>620 PROFESSIONAL FEES</b>								
621 Substitute Staff	0	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0	0
625 Audit Fees	8,750	0	4,375	0	4,375	0	0	0
626 Legal Fees	0	0	0	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0	0	0	0
<b>630 STAFF DEV &amp; TRNG.</b>								
631 Journals & Publications	0	0	0	0	0	0	0	0
632 In-Service Training	8,750	0	0	0	8,750	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0	0	0	0
<b>640 OCCUPANCY COSTS</b>								
641 Rent	24,000	0	24,000	0	0	0	0	0
642 Mortgage Payments	11,156	0	0	0	7,831	0	0	3,325
643 Heating Costs	6,500	0	0	0	6,500	0	0	0
644 Other Utilities	6,875	0	3,700	0	3,175	0	0	0
645 Maintenance & Repairs	3,185	0	750	0	750	0	0	1,685
646 Taxes	394	0	0	0	0	0	0	394
647 Other Occupancy Costs	508	0	508	0	0	0	0	0
<b>650 CONSUMABLE SUPPLIES</b>								
651 Office	2,495	0	1,289	0	1,206	0	0	0
652 Building/Household	3,731	0	1,480	0	1,354	0	0	898
653 Educational/Training	0	0	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0	0
655 Food	3,218	0	1,400	0	1,400	0	0	418
656 Medical	0	0	0	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0	0
660 CAPITAL EXPENDITURES	0	0	0	0	0	0	0	0
665 DEPRECIATION	0	0	0	0	0	0	0	0
670 EQUIPMENT RENTAL	386	0	193	0	193	0	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0	0	0	0
Subtotal page	320,563	0	131,944	16,564	127,715	22,526	15,095	6,720

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 3

Agency: Lakes Region Consumer Advisory Board

FISCAL PERIOD: FY2016 Contract

Total Agency	Total Administration	Peer Support Program Concord 111a	Peer Support Program Franklin 211a	Peer Support Program Laconia 311a	Warm Line 111b	Satellite Outreach 111c	Other Non-BBH 111f
Total Carried Forward	0	131,944	16,564	127,715	22,526	15,095	6,720
700 ADVERTISING	0	0	0	0	0	0	0
710 PRINTING	0	0	0	0	0	0	0
720 TELEPHONE/COMMUNICATIONS	8,468	2,527	0	4,448	1,276	217	0
730 POSTAGE/SHIPPING	468	0	0	468	0	0	0
<b>740 TRANSPORTATION</b>							
741 Board Members	0	0	0	0	0	0	0
742 Staff	9,000	3,000	0	3,000	0	3,000	0
743 Clients	4,744	2,400	0	2,344	0	0	0
744 Delivery Products	0	0	0	0	0	0	0
<b>750 ASSIST.TO INDIVIDUALS</b>							
751 Client Services	0	0	0	0	0	0	0
752 Clothing	0	0	0	0	0	0	0
<b>760 INSURANCE</b>							
761 Malpractice & Bonding	1,585	0	0	1,585	0	0	0
762 Vehicles	4,055	2,165	0	1,890	0	0	0
763 Comprehensive Property & Liability	4,818	1,943	0	2,875	0	0	0
770 MEMBERSHIP DUES	0	0	0	0	0	0	0
800 OTHER EXPENDITURES	1,147	563	0	584	0	0	0
801 INTEREST EXPENSE	0	0	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0	0	0
TOTAL EXPENSES	354,849	144,542	16,564	144,909	23,802	18,312	6,720
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	354,849	144,542	16,564	144,909	23,802	18,312	6,720
<b>SURPLUS/(DEFICIT)</b>							
Total Revenue - Total Expenses (line 49 - 116)	0	0	0	(0)	(0)	0	0
Verification of Balancing s/b 0	0						





### SPECIAL PROVISIONS

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

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



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

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

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



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

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





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

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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**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. Add the following to Paragraph 1.:**

**1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

**4. Add the following to Paragraph 4.:**

**4.1.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be



made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

5. **Add the following to Paragraph 6.:**

6.4. 6.5. The Contractor shall comply with proposed treatment and prevention rules.

6. **Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

7. **Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

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

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

8.1.7. Failure to comply with any covenants or conditions in this Agreement.

8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.

8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.

8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

8. **Add the following to Subparagraph 8.2.:**

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



9. **Add the following to Paragraph 8.:**

**8.3.** Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

10. **Add the following to Paragraph 9.:**

**9.4.** The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

**9.5.** The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

**9.5.1.** The Income Statement shall be based on the accrual method of accounting.

**9.5.2.** The Exhibit B-3, Form A – Revenue and Expense Report shall be based on a modified accrual method of accounting. Modifications include the following:

**9.5.2.1.** Mortgage payments shall include both principal and interest;

**9.5.2.2.** Depreciation shall only be included on the Exhibit B-3, Form A – Revenue and Expense Report) when it is included in the approved contract budget.

**9.5.2.3.** Capital expenditures shall be included on the Exhibit B-3, Form A – Revenue and Expense Report and Exhibit B-4, Budget Form C-Capital Expenditure Report.

**9.6.** The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

**9.7.** The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

**9.8.** The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

**9.9.** The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

**9.10.** On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

**9.11.** Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

11. **Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

**10.2.** In the event of termination under Paragraph 10., of these General Provisions the approval



of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

**10.3.** In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**12. Amend Paragraph 12. by adding the following:**

ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

**12.1.** The Contractor shall not enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

**12.2.** If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

**12.3.** The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

**12.4.** The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.5.** Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.6.** In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.



13. **Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**  
13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.
14. **Replace Paragraph 14.1.1. with the following:**  
14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) in aggregate; and
15. **Add the following to Paragraph 14.:**  
14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.  
14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.  
14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.  
14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
16. **Add the following to Paragraph 20.:**  
20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.  
20.2. Community Support Program funds are to be used for:  
20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.  
20.2.2. Travel directly related to carrying out activities under the approved project.  
20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.  
20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:  
20.3.1. To provide inpatient services.  
20.3.2. To make cash payments to intended recipients of health services.  
20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.  
20.3.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or  
20.3.5. To provide services to persons at local jails or any correctional facility.  
20.420.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services



Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

**20.6.7.** Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

**20.6.8.** Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

**20.6.8.1.** Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

**20.6.8.2.** Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

**20.7.** The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit





that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

**20.8.** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**20.9.** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

**20.10.** The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

**20.11.** The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.



**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

KSF

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

Date

5/19/2015

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: Lakes Region Consumer Advisory Board

5/19/2015  
Date

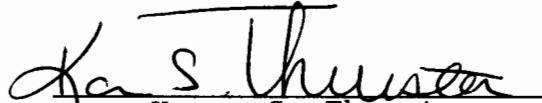
  
Name: Karen S. Thurston  
Title: Secretary

Exhibit G

Contractor Initials EST

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

Date 5/19/2015



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

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

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.





- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH Dept. of Health & Human Services  
The State

Kathleen Dunn  
Signature of Authorized Representative

Kathleen A Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/28/15  
Date

Lakes Region Consumer Advisory Board  
Name of the Contractor

Karen S. Thurston  
Signature of Authorized Representative

Karen S. Thurston  
Name of Authorized Representative

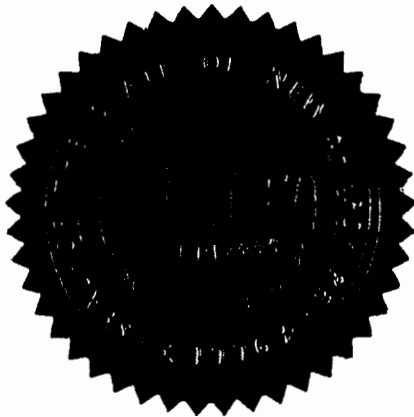
Secretary of the Board  
Title of Authorized Representative

5/19/2015  
Date

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 LAKES REGION CONSUMER ADVISORY BOARD is a New Hampshire nonprofit corporation formed October 19, 1993. 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 1<sup>st</sup> day of April, A.D. 2015

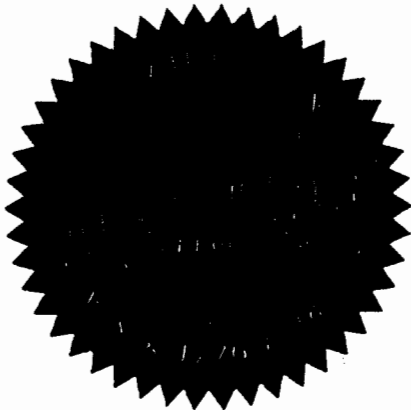
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

*State of New Hampshire*  
*Department of State*

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CornerBridge is a New Hampshire trade name registered on April 20, 2012 and that LAKES REGION CONSUMER ADVISORY BOARD presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Becky Breton Dow, Treasurer, do hereby certify that:

1. I am the duly elected <sup>Treasurer</sup>~~Clerk~~ of Lakes Region Consumer Advisory Board

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 29, 2015.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

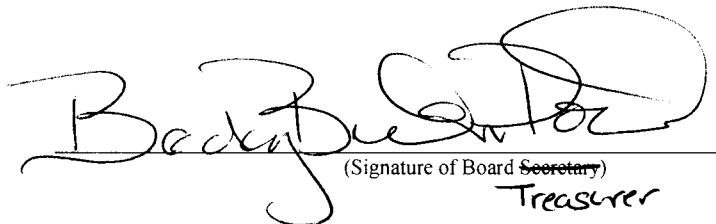
**To Provide: Peer Support Services  
Warmline Services for Regions 3, 4, and 6**

**RESOLVED:** That the Secretary of the Board hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 19, 2015.

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

(Seal)  
(Corporation)

  
(Signature of Board Secretary)  
Treasurer

State of New Hampshire

County of BELKNAP

The foregoing instrument was acknowledged before me this 19 day of May 2015 by Becky Breton Dow, Treasurer.



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

(Seal)  
(Notary Public)

Commission Expires:

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



# **Lakes Region Consumer Advisory Board**

## **MISSION STATEMENT**

(Adopted 2011)

The Lakes Region Consumer Advisory Board is the foundation of US to reach our goals and change our lives by changing the perception we have of ourselves as we relate to the larger community and the perception the larger community has of US.

We are people learning to work strategies of Recovery, Wellness and Empowerment.

Lakes Region Consumer Advisory Board is a Peer Support network enabling US to reach our goals and change our lives by nurturing our personal strengths.

Our vision is to create a culture that promotes personal responsibility for Recovery, Wellness, Empowerment and Advocacy for oneself and others while acknowledging the divine right we have as Human Beings.

LAKES REGION CONSUMER ADVISORY BOARD  
FINANCIAL STATEMENTS  
AND SUPPLEMENTAL INFORMATION  
Years Ended June 30, 2014 and 2013



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# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Lakes Region Consumer Advisory Board  
Laconia, New Hampshire

We have audited the accompanying financial statements Lakes Region Consumer Advisory Board (a New Hampshire nonprofit corporation) , which comprises the statements of financial position as of June 30, 2014 and 2013 and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

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

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

### **Auditor's Responsibility**

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

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Consumer Advisory Board as of June 30, 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.

### **Emphasis-of-matter Regarding Going Concern**

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

*Rowley & Associates, PC*

---

Rowley & Associates, P.C.  
Concord, New Hampshire  
August 22, 2014

**LAKES REGION CONSUMER ADVISORY BOARD**  
**STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2014 AND 2013**

<b>ASSETS</b>	<b>2014</b>	<b>2013</b>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents, non-BBH refundable	\$ -	\$ -
Cash and cash equivalents, BBH refundable	115,888	117,674
Security deposit	2,000	2,000
Prepaid expenses	7,236	6,726
Total Current Assets	<u>125,124</u>	<u>126,400</u>
<b>PROPERTY AND EQUIPMENT, at cost</b>		
Building and land	146,633	146,633
Equipment	53,487	52,152
Furniture and fixtures	11,184	11,184
Total property & equipment	<u>211,304</u>	<u>209,969</u>
 Less accumulated depreciation	 116,571	 108,524
	<u>94,733</u>	<u>101,445</u>
 Total Assets	 <u>219,857</u>	 <u>227,845</u>
 <b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	21,585	10,374
Long-term debt, current portion	9,319	8,843
Total Current Liabilities	<u>30,904</u>	<u>19,217</u>
<b>LONG-TERM LIABILITIES</b>		
Refundable BBH advance	120,093	125,548
Long-term debt, net of current portion	13,042	22,573
Total Long-Term Liabilities	<u>133,135</u>	<u>148,121</u>
<b>NET ASSETS</b>		
Unrestricted	<u>55,818</u>	<u>60,507</u>
 Total Liabilities and Net Assets	 <u>\$ 219,857</u>	 <u>\$ 227,845</u>

See Independent Auditors' Report and Notes to Financial Statements

**LAKES REGION CONSUMER ADVISORY BOARD**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>		
Grant income	\$ 337,121	\$ 308,314
Interest income	17	20
Rental Income	6,300	800
Total support and revenue	<u>343,438</u>	<u>309,134</u>
 <b>EXPENSES</b>		
Program	325,374	297,476
Management & general	13,291	14,348
Rental unit expense	9,462	10,470
Total expenses	<u>348,127</u>	<u>322,294</u>
 Decrease in net assets	(4,689)	(13,160)
 Net assets, beginning of year	<u>60,507</u>	<u>73,667</u>
 Net assets, end of year	<u>\$ 55,818</u>	<u>\$ 60,507</u>

See Independent Auditors' Report and Notes to Financial Statements

**LAKES REGION CONSUMER ADVISORY BOARD  
 STATEMENTS OF CASH FLOWS  
 YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Decrease in net assets, current year	\$ (4,689)	\$ (13,160)
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	8,046	8,322
(Increase) decrease in operating assets		
Prepaid expenses	(510)	419
Increase (decrease) in operating liabilities		
Accounts payable and accrued expenses	11,212	(5,752)
Refundable BBH advance	(5,455)	7,034
Security deposits	-	(450)
Net Cash Provided (Used) By Operating Activities	<u>8,604</u>	<u>(3,587)</u>
<b>CASH USED BY INVESTING ACTIVITIES,</b>		
Purchases of property and equipment	<u>(1,335)</u>	<u>-</u>
<b>CASH USED BY FINANCING ACTIVITIES,</b>		
Repayments of long-term notes payable	<u>(9,055)</u>	<u>(8,359)</u>
Net Decrease in Unrestricted Cash and Cash Equivalents	(1,786)	(11,946)
Unrestricted Cash and Cash Equivalents, Beginning of Year	<u>117,674</u>	<u>129,620</u>
Unrestricted Cash and Cash Equivalents, End of Year	<u>\$ 115,888</u>	<u>\$ 117,674</u>

**SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION**

Cash paid during the year for:

Interest	<u>\$ 1,106</u>	<u>\$ 1,911</u>
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See Independent Auditors' Report and Notes to Financial Statements

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2014 and 2013**

**NOTE 1 NATURE OF ORGANIZATION**

Lakes Region Consumer Advisory Board (LRCAB) is a nonprofit organization incorporated under the laws of the State of New Hampshire on October 19, 1993. Its mission is to provide peer support to those who are currently receiving or have received mental health services and to empower them to control their own lives and to influence the resources that affect their lives. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES**

The summary of significant accounting policies of LRCAB is presented to assist in understanding the organization's financial statements. The financial statements and notes are representations of LRCAB's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

**Basis of Accounting**

The financial records for LRCAB are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

**Financial Statement Presentation**

Basis of Presentation: The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

**Unrestricted net assets** are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. LRCAB had \$55,818 and \$60,507 in unrestricted net assets as of June 30, 2014 and 2013, respectively.

**Temporarily restricted net assets** are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of LRCAB. LRCAB had no temporarily restricted net assets as of June 30, 2014 and 2013.

**Permanently restricted net assets** include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by LRCAB. LRCAB had no permanently restricted net assets as of June 30, 2014 and 2013.

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2014 and 2013**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Cash equivalents**

For purposes of the statement of cash flows, LRCAB considers cash on hand, deposits in banks and investments to be cash equivalents.

**Support and revenue**

Lakes Region Consumer Advisory Board receives support primarily through grants from the Federal Government and the State of New Hampshire.

**Property and Equipment**

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight line basis over the useful lives of the assets as listed below. Depreciation expense was \$8,322 and \$8,731 for the years ended June 30, 2014 and 2013, respectively. Expenditures for repairs and maintenance are expensed when incurred.

Building & Improvement	27.5 Years
Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

**Functional allocation of items**

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

**Accounts Receivable**

Accounts receivable are comprised of amounts due from customers for services provided. LRCAB considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.



**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2014 and 2013**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Use of estimates**

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**Income tax status**

LRCAB is a not-for-profit corporation under Section 501(c) (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

**In-Kind Contributions**

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to LRCAB's program services. These services are not included in donated materials and services because the value has not been determined.

**Donated Materials and Services**

It is the intent of LRCAB to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2014 and 2013, there were no donated goods or services.

**NOTE 3 GRANT REVENUE**

LRCAB currently receives grant funds from the State of New Hampshire Department of Health and Human Services. For the years ended June 30, 2014 and 2013, the grant total was \$337,121 and \$308,314 respectively.

**NOTE 4 LEASES**

LRCAB leases premises in Concord, New Hampshire. In February 2008, LRCAB's lease expired and they are currently operating on a month to month basis. The current lease payment is \$2,000 per month. Rent expense was \$24,000 for the years ended June 30, 2014 and 2013.

**LAKES REGION CONSUMER ADVISORY BOARD  
 NOTES TO FINANCIAL STATEMENTS  
 Years Ended June 30, 2014 and 2013**

**NOTE 5 REAL ESTATE RENTAL**

An apartment in the building owned by LRCAB was rented to a tenant unassociated with the Organization's mission. Beginning October 2013 a tenant rented the apartment on a month to month basis. The monthly rent was \$700. Total rental income was \$6,300 and \$0 for the years ended June 30, 2014 and 2013 respectively.

**NOTE 6 LONG-TERM DEBT**

Long-term debt consisted of the following as of June 30:	<u>2014</u>	<u>2013</u>
Mortgage payable to a bank in monthly installments of \$838 including principal and interest beginning June 28, 2004. Mortgage has a variable interest rate. The interest rate was 4.00% at June 30, 2014. The note is secured by a mortgage on real estate and matures October 2016.	\$ 22,361	\$ 31,316
Less current portion	<u>9,319</u>	<u>8,743</u>
	<u>\$ 13,042</u>	<u>\$ 22,573</u>

Maturities on the long-term debt require the following principal reductions for the years ended June 30:

2015	\$ 9,319
2016	9,820
2017	<u>3,222</u>
	<u>\$ 22,361</u>

**NOTE 7 LINE OF CREDIT**

LRCAB has a line of credit with Laconia Savings Bank. The interest rates as of June 30, 2014 and 2013 were 5.25 % for both years. Interest payments are required monthly. The line of credit expires October 2016. There was a principal balance of \$0 and \$100 as of June 30, 2014 and 2013, respectively.

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2014 and 2013**

**NOTE 8 RETIREMENT PLAN**

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses LRCAB for the expenses. Eligible employees do not make salary reduction contributions. The Organization made \$2,875 and \$2,126 in retirement contributions for the years ended June 30, 2014 and 2013, respectfully.

**NOTE 9 CONTINGENCIES**

REFUNDABLE BBH ADVANCE LIABILITY

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire’s Department of Health and Human Services, LRCAB is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$120,093 and \$125,548 for the years ended June 30, 2014 and 2013, respectively.

GOING CONCERN

The funds required to be set aside are made up of cash and fixed assets. As of June 30, 2014 and 2013 LRCAB expenses exceeded BBH required refundable advance liability.

As of June 30 the requirements were as follows:

	<u>2014</u>	<u>2013</u>
Refundable BBH Advance	\$120,093	\$125,548
BBH Cash on hand as of June 30	<u>115,888</u>	<u>117,674</u>
(Due to BBH)	<u>\$ (4,205)</u>	<u>\$ (7,874)</u>

Because the cause of the deficiency is an ongoing condition mandated by the Organization’s primary funding source there is a likelihood that the deficiency may grow in future years. This creates an uncertainty about the Organization’s ability to continue as a going concern.

Management of the Organization has obtained a separate funding source to fund expenses that are not covered by the BBH service agreement. The Organization has obtained a tenant for its rental space which will mitigate future deficits. The ability of the Organization to continue as a going concern is dependent upon the revenue earned from the rental property.

The financial statements do not include any adjustments that might be necessary if the Organization is unable to continue as a going concern.

**LAKES REGION CONSUMER ADVISORY BOARD**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2014 and 2013**

**NOTE 10 SUBSEQUENT EVENT**

Management has evaluated subsequent events through August 22, 2014, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

**NOTE 11 FAIR VALUE MEASUREMENTS**

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. As of June 30, 2014 and 2013 the Organization had no financial instruments subject to the disclosure requirements. Cash and cash equivalents, accounts receivable, pledges receivable, accounts payable and accrued expenses reported in the statement of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

**NOTE 12 TAX EXEMPT STATUS**

LRCAB is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2013, 2012, and 2011 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

**ROWLEY & ASSOCIATES, P.C.**

CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

**INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION**

To the Board of Trustees  
Lakes Region Consumer Advisory Board  
Laconia, New Hampshire

Our report on our audit of the basic financial statements of Lakes Region Consumer Advisory Board as of and for the year ended June 30, 2014 and 2013 our report dated August 22, 2014, which expressed an unmodified opinion on those financial statements, appears on page one. 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.

*Rowley & Associates, PC*

Rowley & Associates, P.C.  
Concord, New Hampshire  
August 22, 2014

**LAKES REGION CONSUMER ADVISORY BOARD  
STATEMENT OF FUNCTIONAL EXPENSES  
YEAR ENDED JUNE 30, 2014 WITH COMPARATIVE TOTALS FOR  
THE YEAR ENDED JUNE 30, 2013**

	<b>Program Services</b>	<b>Management &amp; General</b>	<b>Rental Unit Costs</b>	<b>Total 2014</b>	<b>2013</b>
Wages	\$ 186,188	\$ 10,022	\$ -	\$ 196,210	\$ 184,560
Employee benefits	9,372	-	-	9,372	10,132
Rent	24,000	-	-	24,000	24,000
Payroll taxes	14,640	772	-	15,412	15,450
Supplies	2,986	-	-	2,986	4,058
Telephone	6,483	-	1,417	7,900	9,042
Utilities	11,628	-	4,096	15,724	12,161
Workers compensation	8,126	426	-	8,552	3,833
Insurance	7,713	301	1,374	9,388	9,177
Repairs and maintenance	5,668	-	-	5,668	1,839
Interest expense	-	1,106	-	1,106	1,911
Food	3,506	-	-	3,506	2,775
Audit fees	7,970	-	-	7,970	7,010
Other expenses	200	-	-	200	625
Travel	9,658	-	-	9,658	8,285
Training	16,073	-	-	16,073	13,113
Depreciation	4,908	563	2,575	8,046	8,322
Equipment rental & maintenance	385	-	-	385	-
Vehicle expense	5,307	-	-	5,307	4,886
Postage	157	-	-	157	291
Bank fees	-	101	#	101	125
Licenses & permits	30	-	-	30	330
Subscriptions & publications	376	-	-	376	369
	<u>\$ 325,374</u>	<u>\$ 13,291</u>	<u>\$ 9,462</u>	<u>\$ 348,127</u>	<u>\$ 322,294</u>

See Independent Auditors' Report and Notes to Financial Statements

**LAKES REGION CONSUMER ADVISORY BOARD**  
**STATEMENT OF ACTIVITIES**  
**BY STATE APPROVED BBH FUNDS**  
**YEAR ENDED JUNE 30, 2014**

	State Approved BBH Funds	Non-BBH Funds	Total
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income, current year	\$ 311,972	\$ -	\$ 311,972
Grant income, released from reserve	25,149	-	25,149
Interest income	17	-	17
Rental Income	-	6,300	6,300
Total support and revenue	<u>337,138</u>	<u>6,300</u>	<u>343,438</u>
<b>EXPENSES</b>			
Wages	186,188	10,022	196,210
Employee benefits	9,372	-	9,372
Rent	24,000	-	24,000
Payroll taxes	14,640	772	15,412
Supplies	2,986	-	2,986
Telephone	7,900	-	7,900
Utilities	15,724	-	15,724
Workers compensation	8,126	426	8,552
Insurance	9,388	-	9,388
Repairs and maintenance	5,668	-	5,668
Interest expense	-	1,106	1,106
Food	3,506	-	3,506
Audit fees	7,970	-	7,970
Other expenses	200	-	200
Travel	9,658	-	9,658
Training	16,073	-	16,073
Depreciation	-	8,046	8,046
Equipment rental & maintenance	385	-	385
Vehicle expense	5,307	-	5,307
Postage	157	-	157
Bank fees	101	-	101
Licenses & permits	30	-	30
Subscriptions & publications	376	-	376
Total expenses	<u>327,755</u>	<u>20,372</u>	<u>348,127</u>
Net Increase (Decrease) in Net Assets	9,383	(14,072)	(4,689)
BBH funds allowed for debt reduction	(8,048)	8,048	-
BBH funds allowed for capital purchases	(1,335)	1,335	-
Net assets, beginning of year	<u>-</u>	<u>60,507</u>	<u>60,507</u>
Net assets, end of year	<u>\$ -</u>	<u>\$ 55,818</u>	<u>\$ 55,818</u>

See Independent Auditors' Report and Notes to Financial Statements

**Lakes Region Consumer Advisory Board  
DBA Cornerbridge**

**Board of Directors  
January 28, 2015**

**PRESIDENT  
Sarah Ohl**

**Rick Hagan**

**EXECUTIVE DIRECTOR  
Patt Fancy  
Lakes Region Consumer Advisory  
Board DBA CornerBridge**

**VICE PRESIDENT  
Brenda Zinck**

**Dan Bailey**

**PROGRAM DIRECTOR  
Amy Keast  
CornerBridge**

**SECRETARY  
Karen Thurston**

**Becky Zinck**

**PROGRAM DIRECTOR  
David Crawford  
Concord Peer Support**

**TREASURER  
Becky Breton-Dow**

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



# Patricia L. Fancy

**Objective:** To use my skills and experience to obtain a rewarding position.

**Skills:** My years of experience has taught me many skills which include; being detailed, able to multi-task, able to juggle personal issues and work with safe boundaries. I excel in supervision giving feedback as needed and I am discreet and respectful. I am dependable and motivated and making sure tasks assigned to me is on time, receiving commendations from previous supervisors. I have been through IPS training, WRAP as well as WRAP facilitator training, WHAM and Peer Specialist Core training. I am currently holding a position on the board of Consumer Council and on the committee of Integrated Services for the local Community Mental Health Center. I had held a position on the Board of Directors for Lakes Region Consumer Advisory Board.

## **EXPERIENCE:**

### **Lakes Region Consumer Advisory Board- Executive Director 10/14present**

- Vision and leadership to the agency
- Over see the development of programs and organizational strategies
- Staffing and supervision
- Financial and fiduciary responsibilities
- Programs and services

### **Lakes Region Consumer Advisory Board- Program Director 12/11-10/14**

- Support members and run groups that are needed and required by BBH
- Maintain accurate training
- Complete monthly newsletters and calendars
- In charge of the house financials
- Complete statistics for BBH
- Staffing and supervision
- Interim Director 7/14-10/14

### **Direct Support Associate-**

#### **Easter Seals 2/2006-5/2010**

- Worked directly with adults and developmental and mental disabilities
- Ensure safe practice of medication administration
- Provided safe and comfortable environment for individuals
- Integrated individuals into their community
- Provided transportation in the community

### **Sales Associate-**

#### **Petco 2007-2008**

- Provided excellent customer service
- Managed the cash drawers with no error
- Assisted customers with pet needs
- Knowledgeable regarding products
- Closed store and prep for next opening

### **Personal Care Assistant (PCA)-**

#### **Pine Rock Manor 8/2005-2/2006**

- Provided all forms of ADL's when needed
- Worked closely with nursing staff
- Ensured patients were safe, comfortable and happy
- Assisted management when needed
- Ensured clean and healthy environment exceeding standards

### **Photo Lab Manager-**

#### **Qualex/Kodak 1/2000-8/2005**

- Responsible for hiring, training and supervising associates
- Knowledgeable in machinery needing printing and developing
- Provided exceptional customer service
- Managed and maintained appropriate inventory
- Controlling payroll
- Addressing conflicts as they arrive
- Meeting all financial goals

## **EDUCATION:**

Merrimack Valley High School-1993

## KEY ADMINISTRATIVE PERSONNEL - FY2016

### LAKES REGION CONSUMER ADVISORY BOARD

Position	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Patricia Fancy	1.00	\$ 42,000.00	\$ 41,204.62	98%

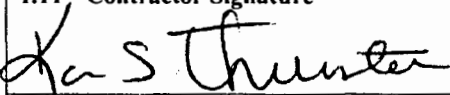
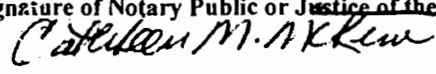
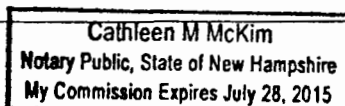
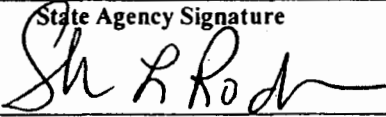
Subject: Peer Support Services

**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 Bureau of Behavioral Health		<b>1.2 State Agency Address</b> 105 Pleasant Street, Main Bldg. Concord, NH 03301	
<b>1.3 Contractor Name</b> Lakes Region Consumer Advisory Board DBA CornerBridge		<b>1.4 Contractor Address</b> 328 Union Avenue PO Box 304 Laconia, NH 03247	
<b>1.5 Contractor Phone Number</b> 603-524-0801	<b>1.6 Account Number</b> 05-95-92-920010-7011-102 05-95-92-920010-7143-102	<b>1.7 Completion Date</b> 06-30-2015	<b>1.8 Price Limitation</b> \$344,630.
<b>1.9 Contracting Officer for State Agency</b> Sheri L. Rockburn, Director, DHHS, DCBCS		<b>1.10 State Agency Telephone Number</b> 603-271-5000	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Karen S. Thurston, Clerk	
<b>1.13 Acknowledgement:</b> State of <u>New Hampshire</u> , County of <u>Belknap</u> On: <u>05/13/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<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>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Sheri L. Rockburn, Director, DHHS, DCBCS	
<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>M.K. Brun</u> On: <u>6/4/14</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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF WORK**  
**FY 2015**

**I. PEER SUPPORT SERVICES**

1. **Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. **Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. **State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. **Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. **Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. **Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. **Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. **Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

8.3.1. Peer Support;

8.3.2. Warmline;

8.3.3. Facilitating Peer Support Groups;

8.3.4. Sexual Harassment; and

8.3.5. Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

8.4.2.1. Staff Development;

8.4.2.2. Supervision;

8.4.2.3. Performance Appraisals;

8.4.2.4. Employment Practices

8.4.2.5. Harassment;

8.4.2.6. Program Development;

8.4.2.7. Complaints and the Complaint Process; and

8.4.2.8.

Financial

Management

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8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. **Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. **Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. **Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. **Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. **Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. **Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;

13.1.2. Outreach;

13.1.3. Individual Peer Assistance;

13.1.4. Telephone Support during business hours;

13.1.5. A monthly Newsletter;

13.1.6. Wellness Training;

13.1.7. Community Education; and

13.1.8. Monthly Educational Events to members.

13.2. **Consumer** means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. **Guest** means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. **Member** means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. **Participant** means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.

13.6. **Peer Support** means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. **Telephone Support** means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. **Warmline** shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. **Wellness Training** is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

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13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

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

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, and BBH immediately.

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

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

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

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;

14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;

14.6.3. Internal Control Procedures; and

14.6.4. Expense Reimbursement and Advance Policy.

14.7. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

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

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

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

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

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

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Date: 5/18/2011

16. **Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. **Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.

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

19. **Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

20. **Changes to Budget Personnel Form B:** The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

21. **DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

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

23. **Purging of Member Lists:** Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

24. **Warm Line Services:** The Contractor shall provide peer support warm line services to geographic Region 3 (Laconia area), 4 (Concord area), 6 (Nashua area), and 7 (Manchester area).

25. **Memorandum of Understanding:** Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2015.

26. **Commencement Date of Agreement:** The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

**MEMORANDUM OF UNDERSTANDING**  
**FY 2015**

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and Lakes Region Consumer Advisory Board DBA CornerBridge, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2015. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

**I. PERFORMANCE DOMAINS**

**A. FISCAL DOMAIN**

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

**1. Current Ratio**

*Definition:* A measure of the Contractor's total current assets available to cover the cost of current liabilities.

*Formula:* Total current assets divided by total current liabilities.

*Performance Standard:* The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

**2. Accounts Payable**

*Definition:* The Contractors timeliness in paying invoices.

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

**3. Budget Management**

*Definition:* Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

*Formula:* (*Revenues*) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (*Expenses*) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

*Performance Standard:* Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

Contractor Initials: KST  
Date: 5/8/2014

**B. COMPLIANCE DOMAIN**

**1. Consumer Control**

*Rationale:* Peer Support Agencies are consumer run and controlled.

*Definition:* Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

*Source of Data:* BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

**2. Board Of Directors Development**

*Rational:* Members of the Board of Directors understand their roles and responsibilities.

*Definition:* There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

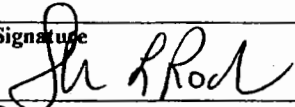
*Source of Data:* BBH quality assurance reviews and semi-annual review of the training conducted at the agency.



**II. REMEDIATION PROCESS**

**A. REMEDATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

LRCAB FY15 MOU EXHIBIT A PSA

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

Contractor Initials:   
Date: 

**PEER SUPPORT SERVICES**

**FY2015 Contract 4**  
**Fiscal Year / Quarter**  
**Patt Fancy**  
**Prepared By:**

**LR CAB Concord Peer Support**  
 Organization

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
<b>I. MEMBERSHIP</b>					
A1) Members 59 and under	2	84	2	5	93
A2) Members 60 and over	1	12	1	0	14
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	3	96	3	5	107
B1) New Members 59 and under (unduplicated within category at end of reporting period)	2	3	2	5	12
B2) New Members 60 and over (unduplicated within category at end of reporting period)	1	0	1	0	2
<b>II. PSA MEMBERS AND PARTICIPANTS SERVED</b>					
A1) Unduplicated Members/Participants 59 and under (served in all programs)	6	35	19	5	65
A2) Unduplicated Members/Participants 60 and over (served in all programs)	1	7	3	0	11
A3) Unduplicated Members/Participants Served in All Programs	7	42	22	5	76
<b>III. PSA GUESTS SERVED</b>					
A1) Number of Guests (unduplicated)	12	18	7	9	46
<b>IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION</b>					
A) Visitors (unduplicated members and participants only)	7	42	22	5	76
B) Total Visit Days (members and participants only)	1004	1011	791	826	3632
C) Average Daily Visits (# of visit days/number of days open in reporting period)	13	14	10	11	
D) Number of Daytime Hours Each Week	22	22	22	22	
E) Number of Evening Hours Each Week	22	22	22	22	
F) Number of Hours Open/Week (F=D+E)	35	36	36	36	
G) Number of Days the Program was Open in the Quarter	78	73	77	77	305
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	10	12	12	12	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	7	3	3	3	
<b>V. OUTREACH FACE TO FACE</b>					
A) Total Number of Face to Face Contacts	0	0	0	0	0
<b>VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH</b>					
A) Total Peer Support Telephone Calls Made	22	0	32	0	54
B) Total Peer Support Telephone Calls Received	8	10	2	4	24
<b>VII. WARMLINE</b>					
A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

**PEER SUPPORT SERVICES**

FY2015 Contract 4  
Fiscal Year / Quarter  
**Patt Fancy**

**LRCAB Concord Peer Support**

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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**VIII. VOCATIONAL**

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

0	0	0	0	0
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B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0
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**IX. CRISIS RESPITE UTILIZATION**

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

0	0	0	0	0
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B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
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**X. TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
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B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
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b2) Other Hospital

0	0	0	0	0
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b3) Other

0	0	0	0	0
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B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
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**XI. MONTHLY EVENTS**

A) Monthly Educational Events Y/N

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

B) Monthly Newsletters Y/N

Y	Y	Y	
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**XII. TRAINING**

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

2	0	0	0	2
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0
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**XIII. AGENCY-OWNED TRANSPORTATION**

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

207	297	201	303	1008
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

250	354	275	203	1082
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PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

Lakes Region Consumer Advisory Board - Laconia

David LaCroix

Organization

Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
<b>I. MEMBERSHIP</b>					
A1) Members 59 and under	132	8	16	22	178
A2) Members 60 and over	0	0	0	0	0
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	132	8	16	22	178
B1) New Members 59 and under (unduplicated within category at end of reporting period)	4	3	12	1	20
B2) New Members 60 and over (unduplicated within category at end of reporting period)	0	0	0	0	0
<b>II. PSA MEMBERS AND PARTICIPANTS SERVED</b>					
A1) Unduplicated Members/Participants 59 and under (served in all programs)	46	12	24	28	110
A2) Unduplicated Members/Participants 60 and over (served in all programs)	6	1	1	1	9
A3) Unduplicated Members/Participants Served in All Programs	52	13	25	29	119
<b>III. PSA GUESTS SERVED</b>					
A1) Number of Guests (unduplicated)	0	0	12	10	22
<b>IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION</b>					
A) Visitors (unduplicated members and participants only)	0	0	0	0	0
B) Total Visit Days (members and participants only)	679	584	583	679	2525
C) Average Daily Visits (# of visit days/number of days open in reporting period)	7	6	6	8	
D) Number of Daytime Hours Each Week	42	42	42	42	
E) Number of Evening Hours Each Week	2	2	2	2	
F) Number of Hours Open/Week (F=D+E)	44	44	44	44	
G) Number of Days the Program was Open in the Quarter	92	90	93	90	365
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	6	7	7	6	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	5	5	5	5	
<b>V. OUTREACH FACE TO FACE</b>					
A) Total Number of Face to Face Contacts	0	0	0	0	0
<b>VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH</b>					
A) Total Peer Support Telephone Calls Made	604	475	525	425	2029
B) Total Peer Support Telephone Calls Received	489	375	390	420	1674
<b>VII. WARMLINE</b>					
A) Total Warmline Telephone Calls Made	376	313	356	362	1407
B) Total Warmline Telephone Calls Received	432	625	625	654	2336

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

Lakes Region Consumer Advisory Board - Laconia  
Organization

David LaCroix

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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VIII. VOCATIONAL

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

0	0	0	0	0
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B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0
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IX. CRISIS RESPITE UTILIZATION

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

0	0	0	0	0
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B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
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X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
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B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
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b2) Other Hospital

0	0	0	0	0
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b3) Other

0	0	0	0	0
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B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
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XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
y	y	y	

B) Monthly Newsletters Y/N

y	y	y	
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XII. TRAINING

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

7	0	0	0	7
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

7	0	0	0	7
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XIII. AGENCY-OWNED TRANSPORTATION

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

30	29	32	30	121
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

775	550	800	765	2890
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PEER SUPPORT SERVICES

FY2015 Contract 4  
Fiscal Year / Quarter

Lakes Region Consumer Advisory Board - Plymouth  
Organization

David LaCroix  
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
<b>I. MEMBERSHIP</b>					
A1) Members 59 and under	23	2	0	0	25
A2) Members 60 and over	2	1	0	0	3
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	25	3	0	0	28
B1) New Members 59 and under (unduplicated within category at end of reporting period)	1	2	4	1	8
B2) New Members 60 and over (unduplicated within category at end of reporting period)	1	1	1	1	4
<b>II. PSA MEMBERS AND PARTICIPANTS SERVED</b>					
A1) Unduplicated Members/Participants 59 and under (served in all programs)	18	10	14	18	60
A2) Unduplicated Members/Participants 60 and over (served in all programs)	5	5	5	5	20
A3) Unduplicated Members/Participants Served in All Programs	23	15	19	23	80
<b>III. PSA GUESTS SERVED</b>					
A1) Number of Guests (unduplicated)	0	0	0	0	0
<b>IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION</b>					
A) Visitors (unduplicated members and participants only)	0	0	0	0	0
B) Total Visit Days (members and participants only)	0	0	0	0	0
C) Average Daily Visits (# of visit days/number of days open in reporting period)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
D) Number of Daytime Hours Each Week	0	0	0	0	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	0	0	0	0	
G) Number of Days the Program was Open in the Quarter	0	0	0	0	0
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	0	0	0	0	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	0	0	0	0	
<b>V. OUTREACH FACE TO FACE</b>					
A) Total Number of Face to Face Contacts	151	168	158	154	631
<b>VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH</b>					
A) Total Peer Support Telephone Calls Made	180	185	182	178	725
B) Total Peer Support Telephone Calls Received	187	138	175	185	685
<b>VII. WARMLINE</b>					
A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

Lakes Region Consumer Advisory Board - Plymouth  
Organization

David LaCroix

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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VIII. VOCATIONAL

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

0	0	0	0	0
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B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0
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IX. CRISIS RESPITE UTILIZATION

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

0	0	0	0	0
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B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
---	---	---	---	---

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
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B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
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b2) Other Hospital

0	0	0	0	0
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b3) Other

0	0	0	0	0
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B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
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XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
y	y	y	

B) Monthly Newsletters Y/N

y	y	y	
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XII. TRAINING

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

1	0	0	0	1
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

1	0	0	0	1
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XIII. AGENCY-OWNED TRANSPORTATION

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

0	0	0	0	0
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

0	0	0	0	0
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**EXHIBIT B**  
**METHODS OF PAYMENT**  
**FY 2015**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$7,500
Capital Expenditures	2,500
Retirement	2,875
<b>Total</b>	<b>\$12,875</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:

8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.

8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

Contractor Initials:

Date:

KST  
5/18/14

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$153,535

Federal Funds: \$191,095

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services  
Program Title: Block Grants for Community Mental Health Services

Amount: \$191,095

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102

05-95-92-920010-7143-102

FY15 Exhibit B PSA LRCAB

Contractor Initials: KST  
Date: 5/28/2014

# Budget Form

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

Bidder/Program Name: Lakes Region Consumer Advisory Board

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

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

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

Indirect As A Percent of Direct

11.3%

Region: Region 3

Agency: Lakes Region Consumer Advisory Board

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Concord 111a	Peer Support Program Franklin 211a	Peer Support Program Laconia 311a	Warm Line 111b	Satellite Outreach Plymouth 111c	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>								
401 Net client fees	0	0	0	0	0	0	0	0
402 HMO's	0	0	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0	0	0
404 Medicaid	0	0	0	0	0	0	0	0
405 Medicare	0	0	0	0	0	0	0	0
406 Other insurance	0	0	0	0	0	0	0	0
411 Other program fees	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	0
<b>420 PROG. SALES</b>								
421 Production	0	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>								
431 United Way	0	0	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0	0	0
436 DVR	0	0	0	0	0	0	0	0
437 Div. Alcohol Abuse Prev & Recovery	0	0	0	0	0	0	0	0
438 DCYF	0	0	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>								
441 Block Grants	191,095	0	85,605	8,573	73,797	13,154	9,966	0
442 Community Support Prog	0	0	0	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0	0
445 Other federal grants	0	0	0	0	0	0	0	0
446 PATH	0	0	0	0	0	0	0	0
447 CARE NH	0	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0	0
450 RENTAL INCOME	8,400	0	0	0	0	0	0	8,400
460 INTEREST INCOME	0	0	0	0	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0	0	0	0	0
<b>480 BBH</b>								
481 Community Mental Health	153,535	0	68,780	6,888	59,292	10,569	8,006	0
482 Community Developmental Services	0	0	0	0	0	0	0	0
490 OTHER REVENUES	6,152	0	0	0	0	0	0	6,152
491 Other DBH (carry over)	0	0	0	0	0	0	0	0
Subtotal	359,182	0	154,385	15,461	133,089	23,723	17,972	14,552
500 GM Allocation	0	0	0	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	<b>359,182</b>	<b>0</b>	<b>154,385</b>	<b>15,461</b>	<b>133,089</b>	<b>23,723</b>	<b>17,972</b>	<b>14,552</b>

Region: Region 3

Agency: Lakes Region Consumer Advisory Board

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Concord 111a	Peer Support Program Franklin 211a	Peer Support Program Laconia 311a	Warm Line 111b	Satellite Outreach Plymouth 111c	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>								
601 Salary & Wages	199,872	0	83,054	12,366	66,128	16,380	11,440	10,504
602 Employee Benefits	33,046	0	12,538	2,149	11,082	4,164	2,216	896
603 Payroll taxes	15,290	0	6,354	946	5,059	1,253	875	804
Subtotal	248,209	0	101,946	15,461	82,270	21,797	14,532	12,203
610 Client Wages	0	0	0	0	0	0	0	0
<b>620 PROFESSIONAL FEES</b>								
621 Substitute Staff	0	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0	0
625 Audit Fees	7,500	0	3,750	0	3,750	0	0	0
626 Legal Fees	0	0	0	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0	0	0	0
<b>630 STAFF DEV &amp; TRNG.</b>								
631 Journals & Publications	0	0	0	0	0	0	0	0
632 In-Service Training	7,500	0	3,750	0	3,750	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0	0	0	0
<b>640 OCCUPANCY COSTS</b>								
641 Rent	24,000	0	24,000	0	0	0	0	0
642 Mortgage Payments	10,180	0	0	0	7,831	0	0	2,349
643 Heating Costs	7,300	0	0	0	7,300	0	0	0
644 Other Utilities	6,648	0	3,700	0	2,948	0	0	0
645 Maintenance & Repairs	1,950	0	450	0	1,500	0	0	0
646 Taxes	0	0	0	0	0	0	0	0
647 Other Occupancy Costs	771	0	508	0	263	0	0	0
<b>650 CONSUMABLE SUPPLIES</b>								
651 Office	2,000	0	1,000	0	1,000	0	0	0
652 Building/Household	1,600	0	800	0	800	0	0	0
653 Educational/Training	0	0	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0	0
655 Food	3,000	0	1,500	0	1,500	0	0	0
656 Medical	0	0	0	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0	0
660 CAPITAL EXPENDITURES	2,500	0	0	0	2,500	0	0	0
665 DEPRECIATION	0	0	0	0	0	0	0	0
670 EQUIPMENT RENTAL	692	0	346	0	346	0	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0	0	0	0
Subtotal page	323,850	0	141,750	15,461	115,758	21,797	14,532	14,552

Region: Region 3  
 Agency: Lakes Region Consumer Advisory Board  
 FISCAL PERIOD: FY2015 Contract

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





**EXHIBIT C**  
**SPECIAL PROVISIONS**  
**FY 2015**

**1. Add the following to Paragraph 1.:**

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

**2. Add the following to Paragraph 4.:**

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

**3. Add the following to Paragraph 6.:**

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

**4. Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

**5. Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

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

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

Contractor Initials:  
Date:

ICS  
5/8/2014

- 8.1.7. Failure to comply with any covenants or conditions in this Agreement.
- 8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
- 8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

**6. Add the following to Subparagraph 8.2.:**

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

**7. Add the following to Paragraph 8.:**

8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

**8. Add the following to Paragraph 9.:**

9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

9.5.1. The Income Statement shall be based on the accrual method of accounting.

9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:

9.5.2.1. Mortgage payments shall include both principal and interest;

9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.

9.5.2.3. Capital expenditures shall be included on the Form A.

9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

Contractor Initials: KSJ  
Date: 5/8/2014

9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

**9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**10. Replace Paragraph 12. with the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

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

**11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

**12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than \$500,000, replace Paragraph 14.1.1. with the following:**

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate; and

**13. Add the following to Paragraph 14.:**

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

**14. Add the following to Paragraph 20.:**

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

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

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

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

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

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

**20.5.** In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

**20.6.7.** Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

**20.6.8.** Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

**20.6.8.1.** Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

**20.6.8.2.** Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

**20.7.** The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

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

20.8. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

FY15 Exhibit C PSA

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



NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

**US DEPARTMENT OF EDUCATION - CONTRACTORS**

**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

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

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

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

Contractor Initials: KST  
Date: 4/18/2014



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

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

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

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

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

Lakes Region Consumer Advisory Board	From: 7/1/2014 To: 6/30/2015
(Contractor Name)	(Period Covered by this Certification)

Karen Thurston Board Secretary

(Name & Title of Authorized Contractor Representative)

*Karen Thurston*

(Contractor Representative Signature)

4/18/2014

(Date)

Contractor Initials: KST  
 Date: 4/18/2014

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
\*Temporary Assistance to Needy Families under Title IV-A
\*Child Support Enforcement Program under Title IV-D
\*Socia Services Block Grant Program under Title XX
\*Medicaid Program under Title XIX
\*Community Services Block Grant under Title VI
\*Child Care Development Block Grant under Title IV

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

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

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

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

Karen S. Thurston
(Contractor Representative Signature)

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

Lakes Region Consumer Advisory Board
(Contractor Name)

4/18/2014
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Karen S. Thurston  
(Contractor Representative Signature)

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

Lakes Region Consumer Advisory Board  
(Contractor Name)

4/18/2014  
(Date)

Contractor Initials: KST  
Date: 4/18/2014

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
(Contractor Representative Signature)

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

Lakes Region Consumer Advisory Board  
(Contractor Name)

4/18/2014  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
(Contractor Representative Signature)

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

Lakes Region Consumer Advisory Board  
(Contractor Name)

4/18/2014  
(Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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



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

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

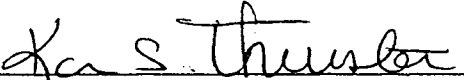
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Bureau of Behavioral Health  
The State Agency Name

Lakes Region Cons. Advisory Board  
Name of the Contractor

  
Signature of Authorized Representative

  
Signature of Authorized Representative

Sheri L. Rockburn  
Name of Authorized Representative

Karen Thurston  
Name of Authorized Representative

Director  
Title of Authorized Representative

Board Secretary  
Title of Authorized Representative

5/15/14  
Date

4/18/2014  
Date



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

This first Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated May 18, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Area Peer Support Agency (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 64 Beaver Street, Keene, NH, 03431.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #97) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by one (1) year and increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to June 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$456,882.
4. Delete in its entirety, Exhibit A Scope of Work FY 15 and replace with Exhibit A Amendment #1, Scope of Work.
5. Delete in its entirety, Memorandum of Understanding FY 2015.
6. Add Exhibit A-1 Statistics
7. Delete in its entirety, Exhibit B Methods of Payment FY 15 and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
8. Add Exhibit B-2, Budget Form
9. Add Exhibit B-3, Budget Form A – Revenue and Expense Report



- 
10. Add Exhibit B-4, Budget Form C - Capital Expenditure Report
  11. Delete in its Entirety Exhibit C Special Provisions FY 2015 and replace with Exhibit C Amendment #1 Special Provisions.
  12. Add Exhibit C-1, Revisions to General Provisions.
  13. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, by extending the end date to June 30, 2016.
  14. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to June 30, 2016.
  15. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
  16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Peer Support 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,

State of New Hampshire  
Department of Health and Human Services

5/28/15  
Date

Kathleen Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Monadnock Area Peer Support Agency

5/19/15  
Date

Patricia Mackey, Treasurer  
NAME PATRICIA MACKEY  
TITLE TREASURER

Acknowledgement:

State of NH, County of Cheshire on May 19 2015, before the undersigned officer, personally appeared the person identified above, who acknowledged himself/herself to be the Patricia Mackey, 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

Man Blunt  
Name and Title of Notary or Justice of the Peace  
exp 4/18/2017



New Hampshire Department of Health and Human Services  
Peer Support Services



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

OFFICE OF THE ATTORNEY GENERAL

4/3/15  
Date

[Signature]  
Name:  
Title:

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



Exhibit A Amendment #1

Scope of Services

I. PEER SUPPORT SERVICES

1. **Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages, Exhibit A-1 Statistics. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. **Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. **State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. **Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. **Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. **Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. **Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. **Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

- 8.3.1. Peer Support;
- 8.3.2. Warmline;
- 8.3.3. Facilitating Peer Support Groups;
- 8.3.4. Sexual Harassment; and
- 8.3.5. Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.



Exhibit A Amendment #1

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

- 8.4.2.1. Staff Development;
- 8.4.2.2. Supervision;
- 8.4.2.3. Performance Appraisals;
- 8.4.2.4. Employment Practices
- 8.4.2.5. Harassment;
- 8.4.2.6. Program Development;
- 8.4.2.7. Complaints and the Complaint Process; and
- 8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. **Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. **Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. **Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. **Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. **Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. **Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

- 13.1.1. Peer Support;
- 13.1.2. Outreach;
- 13.1.3. Individual Peer Assistance;
- 13.1.4. Telephone Support during business hours;
- 13.1.5. A monthly Newsletter;

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Exhibit A Amendment #1

- 13.1.6. Wellness Training;
  - 13.1.7. Community Education; and
  - 13.1.8. Monthly Educational Events to members.
- 13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.
- 13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.
- 13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.
- 13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.
- 13.6. Peer Support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.
- 13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.
- 13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.
- 13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.
- 13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.
- 13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.
- 13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.
- 13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.
- 13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.
- 13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.
- 13.16. State Fiscal Year means the period from July 1 through June 30.
- 13.17 Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.

14. **Board of Director Criteria:** The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:



Exhibit A Amendment #1

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

**14.2. NH Division of Charitable Trusts Requirements for Board of Directors:** If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.

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

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

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

**14.6. Board of Director Fiduciary Responsibilities:** The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:

**14.6.1.** Cash Management including cash receipts, cash disbursements, and petty cash;

**14.6.2.** Accounts Payable/Receivable Procedures, payroll, and fixed assets;

**14.6.3.** Internal Control Procedures; and

**14.6.4.** Expense Reimbursement and Advance Policy.

**14.7. Open Board of Director Meetings:** Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

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

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

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

**14.11. Change in Board of Director Membership:** BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH or her designee.

**15. Planning and Advisory Activities:** The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

**16. Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

**17. Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.

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



Exhibit A Amendment #1

**19. Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

**20. Changes to Budget Personnel Form B:** The Contractor will complete Budget Personnel Form B, a pre-printed form provided by the Department. The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

**21. DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

**22. Increase the Unduplicated Numbers Served:** In State Fiscal Year 2016, the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported during April 1, 2015 through June 30, 2015. This will be achieved in accordance with the written plan outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in State Fiscal Year 2016 may jeopardize future funding increases.

**23. Purging of Member Lists:** Beginning in State Fiscal Year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

**II. PERFORMANCE DOMAINS**

The Contractor will cooperate with BBH in measuring the Contractor's performance. The Department will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Performance Domain Indications in Section 1 below, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. The Department will notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Domain Indicators, the Department will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor will work with the Department to develop solution plans to assist the Contractor in achieving compliance.



Exhibit A Amendment #1

1. Performance Domain Indicators

A. **FISCAL DOMAIN**

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. **Current Ratio**

**Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.

**Formula:** Total current assets divided by total current liabilities.

**Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. **Accounts Payable**

**Definition:** The Contractors timeliness in paying invoices.

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

3. **Budget Management**

**Definition:** Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

**Formula:** **(Revenues)** Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

**Performance Standard:** Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. **COMPLIANCE DOMAIN**

1. **Consumer Control**

**Rationale:** Peer Support Agencies are consumer run and controlled.

**Definition:** Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

**Source of Data:** BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. **Board Of Directors Development**

**Rational:** Members of the Board of Directors understand their roles and responsibilities.

**Definition:** There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

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

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Exhibit A Amendment #1

2. REMEDIATION PROCESS

A. REMEDATION PROCESS FOR FISCAL DOMAIN

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

III. PEER OPERATED CRISIS RESPITE PROGRAM

1. Crisis Respite Program Description: The Contractor may provide a peer operated crisis respite program. The program shall provide early intervention for individuals (18) years of age and older who have a mental illness and are experiencing a crisis in the community. The program shall provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization. These interventions are done using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.

2. Crisis Respite Program Goals and Objectives: The peer operated crisis respite program shall incorporate the following goals and objectives:

- 2.1. Purpose: Provide crisis respite services that are designed to provide a safe community-based environment and reduce the need for hospitalization.
- 2.2. CMHC Referrals: Develop a referral process to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
- 2.3. Other Peer Support Services: Offer other peer support agency services and supports during the course of stay at the crisis respite program.
- 2.4. Transportation: Provide of transportation to and from the crisis respite program to other community-based appointments.
- 2.5. Assessment: Administer an functional assessment at the time of entry and exit from the program.
- 2.6. Wellness and Recovery: Provide individualized supports with a focus on wellness and recovery. This may include Wellness Recovery Action Plan (WRAP), if applicable.
- 2.7. Return to the Community: Support the individual in returning to participation in community activities, services and supports.
- 2.8. Health Needs: Ensure the individual's health needs are addressed during the course of their stay in the crisis respite program.
- 2.9. Other Community Services: Ensure communication with other service providers involved in the individual's care, with their written consent.

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

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





Exhibit A Amendment #1

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

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

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

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**Monadnock Area Peer Support Agency**  
Agency Name - Site

**Erin Rushalko - Admin. Assistant**  
Prepared By:

**MEMBERSHIP**

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

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
126	6	8	9	149
22	1	2	3	28
148	7	10	12	177

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

2	5	7	9	23
1	3	4	5	13

**PSA MEMBERS AND PARTICIPANTS SERVED**

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

30	48	57	71	206
0	2	3	5	10
30	50	60	76	216

**PSA GUESTS SERVED**

- A) Number of Guests (unduplicated)

5	6	8	9	28
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**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

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

25	30	33	38	126
1015	1265	1358	1406	5044
13	17	18	18	
42	42	42	42	
2	2	2	2	
44	44	44	44	
77	75	74	77	303
11	11	12	12	
10	10	11	11	

**OUTREACH FACE TO FACE**

- A) Total Number of Face to Face Contacts

5	7	9	11	32
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**DAYTIME TELEPHONE PEER SUPPORT**

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

30	36	38	41	145
38	40	42	44	164

**WARMLINE**

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

0	0	0	0	0
0	0	0	0	0

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**Monadnock Area Peer Support Agency**  
Agency Name - Site

**Erin Rushalko - Admin. Assistant**  
Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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**VOCATIONAL**

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

1	2	3	3	9
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B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

1	1	1	1	4
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**CRISIS RESPITE UTILIZATION**

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

21	42	63	84	210
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B) Number of Persons Served (unduplicated)

3	6	9	12	30
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C) Total Number of Admissions

3	6	9	12	30
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**TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
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B) Referral Source:

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

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

C) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
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**PERMANENT HOUSING**

A) Permanent Housing Members Served (Unduplicated)

1	1	1	1	4
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B) Total Number of Permanent Housing bed days utilized by members per quarter

1	1	1	1	4
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**MONTHLY EVENTS**

A) Monthly Educational Events Y/N

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

B) Monthly Newsletters Y/N

**TRAINING**

**REQUIRED BI-ANNUALLY**

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

0	9	0	0	9
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	2	0	0	2
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**REQUIRED ANNUALLY**

A) Members/Participants/Staff trained in Warmline (unduplicated)

0	0	0	0	0
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B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)

0	0	50	0	50
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C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	0	50	0	50
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**AGENCY-OWNED TRANSPORTATION**

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

370	588	749	948	2655
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

5100	5610	6171	6788	23669
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Exhibit B Amendment #1

**Method and Conditions Precedent to Payment**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.
2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$8,750
Capital Expenditures	\$0
Crisis Respite	\$82,850
Retirement	\$1,000
<b>Total</b>	<b>\$92,600</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.
4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.
5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.
6. Payment for contracted services will be made based on budget identified as Exhibits B-2. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
7. The Contractor shall deposit funds identified as depreciation in, Exhibit B-3, Budget Form A - Revenue and Expense Report, into a restricted account, in an amount not to exceed the equivalent of the



Exhibit B Amendment #1

depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
- 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After each quarter of the contract, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the quarter, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

CFDA #: 93.958  
Federal Agency: U.S. Department of Health and Human Services  
Program Title: Block Grants for Community Mental Health Services

Contractor Initials PM  
Date 5/19/15

# Budget Form

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

Bidder/Program Name: Monadnock Area Peer Support Agency

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

Budget Period: 7-01-2015 through 6-30-2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 140,829.00	\$ 18,044.00	\$ 158,873.00	70/30 direct/indirect for Admin Asst.
2. Employee Benefits	\$ 38,534.16	\$ 4,681.84	\$ 43,216.00	20/80 " " " " for Ex. Dir.; 100% admin. For Respite Coord.
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 1,509.30	\$ 167.70	\$ 1,677.00	10% copier usage is indirect
Repair and Maintenance	\$ 993.60	\$ 110.40	\$ 1,104.00	10% copier usage is indirect
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 500.00	\$ -	\$ 500.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,459.00	\$ 162.00	\$ 1,621.00	10% of costs are indirect
6. Travel	\$ 12,008.00	\$ -	\$ 12,008.00	
7. Occupancy	\$ 30,266.50	\$ 1,592.50	\$ 31,859.00	5% of buidling used for admin. office space.
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,648.00	\$ 192.00	\$ 3,840.00	5%of phone use is administrative
Postage	\$ 661.50	\$ 34.50	\$ 696.00	5% of postage used for administrative
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 8,536.00	\$ 948.00	\$ 9,484.00	10% is indirect
Insurance	\$ 4,002.00	\$ 444.00	\$ 4,446.00	10% is indirect
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,039.00	\$ -	\$ 1,039.00	
11. Staff Education and Training	\$ 8,750.00	\$ -	\$ 8,750.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Building/Household	\$ 3,100.00	\$ -	\$ 3,100.00	cleaning supplies, paper products, etc.
14. Food	\$ 1,931.00	\$ -	\$ 1,931.00	
15. Vehicle	\$ 7,570.00	\$ -	\$ 7,570.00	towards vehicle for Respite Program (incl. fuel and ins.)
16. Membership Dues	\$ 250.00	\$ -	\$ 250.00	
<b>TOTAL</b>	<b>\$ 265,587.06</b>	<b>\$ 26,376.94</b>	<b>\$ 291,964.00</b>	

Indirect As A Percent of Direct

9.9%

Contractor Initials: PM  
Date: 5/19/15

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 5  
 Agency: Monadnock Area Peer Support Agency  
 FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Crisis Respite 111e	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>					
401 Net client fees	0	0	0	0	0
402 HMO's	0	0	0	0	0
403 BC/BS	0	0	0	0	0
404 Medicaid	0	0	0	0	0
405 Medicare	0	0	0	0	0
406 Other insurance	0	0	0	0	0
411 Other program fees	0	0	0	0	0
Subtotal	0	0	0	0	0
<b>420 PROG. SALES</b>					
421 Production	0	0	0	0	0
422 Service	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>					
431 United Way	10,000	0	0	0	10,000
432 Local/County Government	0	0	0	0	0
433 Donations/Contributions	2,000	0	0	0	2,000
435 Other public support	0	0	0	0	0
436 DVR	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev. & Recovery	0	0	0	0	0
438 DCYF	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>					
441 Block Grants	154,309	0	154,309	0	0
442 Community Support Prog	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0
444 HUD	0	0	0	0	0
445 Other federal grants	0	0	0	0	0
446 PATH	0	0	0	0	0
447 CARE NH	0	0	0	0	0
448 MHSIP	0	0	0	0	0
450 RENTAL INCOME	7,064	0	0	0	7,064
460 INTEREST INCOME	35	0	0	0	35
470 IN-KIND DONATIONS	0	0	0	0	0
<b>480 BBH</b>					
481 Community Mental Health	118,556	0	35,706	82,850	0
482 Community Developmental Services	0	0	0	0	0
490 OTHER REVENUES	0	0	0	0	0
491 Other DBH (carry over)	0	0	0	0	0
Subtotal	291,964	0	190,015	82,850	19,099
500 GM Allocation	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	<b>291,964</b>	<b>0</b>	<b>190,015</b>	<b>82,850</b>	<b>19,099</b>

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 5

Agency: Monadnock Area Peer Support Agency

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Crisis Respite 111e	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>					
601 Salary & Wages	158,873	- 0	99,905	58,968	0
602 Employee Benefits	31,063	0	17,562	13,501	0
603 Payroll taxes	12,154	0	7,643	4,511	0
Subtotal	202,089	0	125,109	76,980	0
610 Client Wages	0	0	0	0	0
<b>620 PROFESSIONAL FEES</b>					
621 Substitute Staff	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0
624 Accounting	3,594	0	3,344	250	0
625 Audit Fees	5,890	0	5,890	0	0
626 Legal Fees	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0
<b>630 STAFF DEV &amp; TRNG.</b>					
631 Journals & Publications	0	0	0	0	0
632 In-Service Training	8,750	- 0	6,550	2,200	0
633 Conferences & Conventions	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0
<b>640 OCCUPANCY COSTS</b>					
641 Rent	0	0	0	0	0
642 Mortgage Payments	9,216	0	8,755	461	0
643 Heating Costs	10,260	0	9,025	760	475
644 Other Utilities	4,780	0	4,465	80	235
645 Maintenance & Repairs	6,500	0	2,500	0	4,000
646 Taxes	1,103	0	0	0	1,103
647 Other Occupancy Costs	0	0	0	0	0
<b>650 CONSUMABLE SUPPLIES</b>					
651 Office	1,621	0	1,621	0	0
652 Building/Household	3,100	0	2,300	800	0
653 Educational/Training	500	0	0	0	500
654 Production & Sales	0	0	0	0	0
655 Food	1,931	0	1,000	931	0
656 Medical	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0
660 CAPITAL EXPENDITURES	0	0	0	0	0
665 DEPRECIATION	0	0	0	0	0
670 EQUIPMENT RENTAL	1,677	0	1,266	200	211
680 EQUIPMENT MAINTENANCE	1,104	0	793	100	211
Subtotal page	262,115	0	172,618	82,301	7,196



Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 5

Agency: Monadnock Area Peer Support Agency

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Crisis Respite 111e	Other Non-BBH 111f
Total Carried Forward	262,115	0	172,618	82,301	7,196
700 ADVERTISING	589	0	500	89	0
710 PRINTING	450	0	400	50	0
720 TELEPHONE/COMMUNICATIONS	3,840	0	3,720	120	0
730 POSTAGE/SHIPPING	696	0	656	40	0
<b>740 TRANSPORTATION</b>					
741 Board Members	0	0	0	0	0
742 Staff	977	0	977	0	0
743 Clients	11,031	0	4,748	0	6,283
744 Delivery Products	0	0	0	0	0
<b>750 ASSIST. TO INDIVIDUALS</b>					
751 Client Services	0	0	0	0	0
752 Clothing	0	0	0	0	0
<b>760 INSURANCE</b>					
761 Matpractice & Bonding	1,350	0	1,350	0	0
762 Vehicles	1,462	0	1,213	250	0
763 Comprehensive Property & Liability	1,633	0	1,633	0	0
770 MEMBERSHIP DUES	250	0	0	0	250
800 OTHER EXPENDITURES	7,570	0	2,200	0	5,370
801 INTEREST EXPENSE	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0
TOTAL EXPENSES	291,964	0	190,015	82,850	19,099
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	291,964	0	190,015	82,850	19,099
<b>SURPLUS/(DEFICIT)</b>					
Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0	(0)
Verification of Balancing s/b 0	0				

Contractor Initials: *PM*  
Date: 5/19/15





**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.

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



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

PM  
Date 5/19/15



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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



- 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.



**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. **Add the following to Paragraph 1.:**

**1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

4. **Add the following to Paragraph 4.:**

**4.1.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be





made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

**4.2.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

**5. Add the following to Paragraph 6.:**

**6.4. 6.5.** The Contractor shall comply with proposed treatment and prevention rules.

**6. Add the following to Paragraph 7.:**

**7.4.** Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

**7.5.** No officer, director or employee of the Contractor, shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

**7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

**7.5.2.** Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

**7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

**7. Replace Subparagraphs 8.1. through 8.1.3. with the following:**

**8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

**8.1.1.** Failure to perform the services satisfactorily or on schedule during the Agreement term.

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

**8.1.3.** Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

**8.1.4.** Failure to either justify or correct material findings noted in a BBH financial review.

**8.1.5.** Failure to comply with any applicable rules of the Department.

**8.1.6.** Failure to expend funds in accordance with the provisions of this Agreement.

**8.1.7.** Failure to comply with any covenants or conditions in this Agreement.

**8.1.8.** Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.

**8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.

**8.1.10.** Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

**8. Add the following to Subparagraph 8.2.:**

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



9. **Add the following to Paragraph 8.:**

8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

10. **Add the following to Paragraph 9.:**

9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

9.5.1. The Income Statement shall be based on the accrual method of accounting.

9.5.2. The Exhibit B-3, Form A – Revenue and Expense Report shall be based on a modified accrual method of accounting. Modifications include the following:

9.5.2.1. Mortgage payments shall include both principal and interest;

9.5.2.2. Depreciation shall only be included on the Exhibit B-3, Form A – Revenue and Expense Report) when it is included in the approved contract budget.

9.5.2.3. Capital expenditures shall be included on the Exhibit B-3, Form A – Revenue and Expense Report and Exhibit B-4, Budget Form C-Capital Expenditure Report.

9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

11. **Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval



of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

**10.3.** In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**12. Amend Paragraph 12. by adding the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

**12.1.** The Contractor shall not enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

**12.2.** If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

**12.3.** The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

**12.4.** The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.5.** Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.6.** In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.



13. **Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**  
13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.
14. **Replace Paragraph 14.1.1. with the following:**  
14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) in aggregate; and
15. **Add the following to Paragraph 14.:**  
14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.  
14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.  
14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.  
14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
16. **Add the following to Paragraph 20.:**  
20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.  
20.2. Community Support Program funds are to be used for:  
20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.  
20.2.2. Travel directly related to carrying out activities under the approved project.  
20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.  
20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:  
20.3.1. To provide inpatient services.  
20.3.2. To make cash payments to intended recipients of health services.  
20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.  
20.3.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or  
20.3.5. To provide services to persons at local jails or any correctional facility.  
20.420.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services



Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

**20.6.7.** Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

**20.6.8.** Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

**20.6.8.1.** Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

**20.6.8.2.** Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

**20.7.** The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit



that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

**20.8.** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**20.9.** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

**20.10.** The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

**20.11.** The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.



**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 PM

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

Date 5/19/15

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: Monadnock Area Peer Support Agency

Date 5/19/15

Patricia Mackey Treasurer  
Name: PATRICIA MACKAY  
Title: TREASURER

Exhibit G

Contractor Initials PM

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

Date 5/19/15





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

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

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

PM

5/19/15



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

New Hampshire Department of Health and Human Services  
Exhibit I Amendment #1



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Dept. of Health & Human Svcs.  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/28/15  
Date

Monadnock Peer Support Agency  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Patricia Mackey  
Name of Authorized Representative

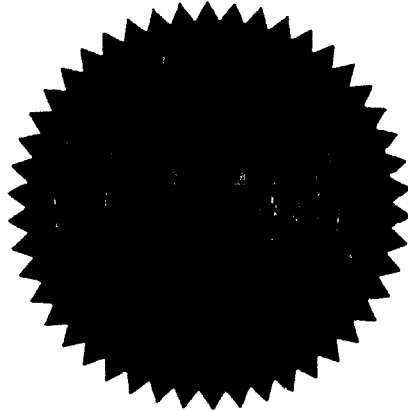
Treasurer  
Title of Authorized Representative

5/19/15  
Date

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Monadnock Area Peer Support Agency is a New Hampshire nonprofit corporation formed October 23, 1995. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Elizabeth Sayre, do hereby certify that:

1. I am the duly elected Clerk of Monadnock Area Peer Support Agency
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 23, 2015.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

**To Provide: Peer Support Services**  
Peer Crisis Respite


**RESOLVED:** That the Treasurer hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.



3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 19, 2015.

4. Patricia Mackey is duly elected Treasurer of the Corporation.

(Seal)  
(Corporation)

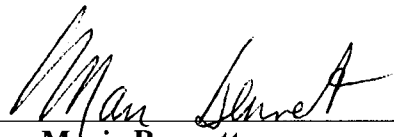
  
\_\_\_\_\_  
(Signature of Board Secretary)

State of New Hampshire

County of Cheshire

The foregoing instrument was acknowledged before me this 19 day of May 2015 by Elizabeth Sayre.

(Seal)  
(Notary Public)

  
\_\_\_\_\_  
Name: **Marie Bennett**  
Title: Notary Public/Justice of the Peace

Commission Expires: 4/18/2017





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/20/2015

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.

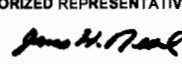
**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder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

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603-352-2121      FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Central Insurance Companies INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	<b>NAIC #</b>
<b>INSURED</b> Monadnock Area Peer Support Agency P.O. Box 258 64 Beaver Street Keene NH 03431	<b>CERTIFICATE NUMBER:</b> 730496332 <b>REVISION NUMBER:</b>	

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
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <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			BAP8608820 BAP8608820	5/28/2014 5/28/2015	5/28/2015 5/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  for Insurance purposes only	<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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# **Monadnock Area Peer Support Agency**

## **Mission Statement**

**(Rev 03-04-12)**

As a peer driven organization, it is the mission of Monadnock Area Peer Support Agency to promote wellness and recovery, as defined by the individual, through intentional peer support, and to provide advocacy, educational, vocational, interpersonal, social, and spiritual opportunities to adults who utilize mental health services to learn wellness strategies, develop mutually beneficial relationships, and to support each other in attaining an increased capacity for self-determination, independence, and personal growth.

MONADNOCK AREA PEER SUPPORT AGENCY

FINANCIAL STATEMENTS

AND

ADDITIONAL INFORMATION

JUNE 30, 2014 AND 2013

AND

INDEPENDENT AUDITOR'S REPORT

# Thomas S. Bates

CERTIFIED PUBLIC ACCOUNTANT, P.C.



9 Church Street, Suite 200 • Keene, New Hampshire 03431 • TEL: (603) 357-5756 • FAX: (603) 357-5663  
www.tbatescpa.com • tbates@tbatescpa.com

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Monadnock Area Peer Support Agency

### Report on Financial Statements

I have audited the accompanying financial statements of Monadnock Area Peer Support Agency (a nonprofit organization) which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

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

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

### Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Area Peer Support Agency as of June 30, 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.

**Other Matter**

My audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues and expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has not been subjected to the auditing procedures applied in the audit of the financial statements in accordance with auditing standards generally accepted in the United States of America. Accordingly, I do not express an opinion or any other form of assurance on such supplementary information.

*Thomas A. Bates*  
Certified Public Accountant

Keene, New Hampshire  
November 4, 2014

MONADNOCK AREA PEER SUPPORT AGENCY

STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2014 AND 2013

ASSETS

	<u>2014</u>	<u>2013</u>
<b>CURRENT ASSETS:</b>		
Cash	\$ 22,209	\$ 27,137
Accounts receivable	139	0
Prepaid expenses	1,172	2,822
Total current assets	<u>23,520</u>	<u>29,959</u>
<b>PROPERTY AND EQUIPMENT:</b>		
Building and improvements	128,510	128,510
Land	22,750	22,750
Equipment and vehicle	24,621	24,621
	<u>175,881</u>	<u>175,881</u>
Less accumulated depreciation	76,485	70,884
	<u>99,396</u>	<u>104,997</u>
<b>OTHER ASSETS:</b>		
Cash restricted by state contract	5,655	9,395
	<u>\$ 128,571</u>	<u>\$ 144,351</u>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 1,181	\$ 2,304
Payroll and payroll taxes payable	3,350	2,968
Contract surplus payable	0	52
Current portion of long-term debt	6,135	5,865
Total current liabilities	<u>10,666</u>	<u>11,189</u>
<b>NONCURRENT LIABILITIES:</b>		
Unearned capital replacement reserve	5,655	9,395
Long-term debt, less current portion	53,752	59,888
Total noncurrent liabilities	<u>59,407</u>	<u>69,283</u>
<b>NET ASSETS:</b>		
Unrestricted	<u>58,498</u>	<u>63,879</u>
	<u>\$ 128,571</u>	<u>\$ 144,351</u>

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



MONADNOCK AREA PEER SUPPORT AGENCY

STATEMENTS OF ACTIVITIES AND NET ASSETS

FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
<b>UNRESTRICTED NET ASSETS</b>		
Unrestricted operating revenues and support:		
Service contracts	\$ 147,644	\$ 141,398
Rental income	10,917	10,307
United Way	6,969	3,875
Release from surplus payable	3,792	4,204
Other revenue	3,042	0
Contributions	460	11,660
Interest income	30	54
	<u>172,854</u>	<u>171,498</u>
Expenses		
Program service	162,774	183,178
General management	15,461	22,262
	<u>178,235</u>	<u>205,440</u>
(Decrease) in unrestricted net assets from operations	(5,381)	(33,942)
NET ASSETS, beginning of year	<u>63,879</u>	<u>97,821</u>
NET ASSETS, end of year	<u>\$ 58,498</u>	<u>\$ 63,879</u>

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

MONADNOCK AREA PEER SUPPORT AGENCY

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
(Decrease) in net assets	\$ (5,381)	\$ (33,942)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	5,601	5,571
Changes in operating accounts:		
Accounts receivable	(139)	0
Prepaid expenses	1,650	(1,510)
Accounts payable	(1,123)	2,304
Payroll and payroll taxes payable	382	(373)
Contract surplus payable	(52)	(8,242)
Unearned capital replacement reserve	(3,740)	4,038
Cash restricted by state contract	3,740	4,256
Net cash from (used in) operating activities	938	(27,898)
 <b>CASH FLOWS USED IN FINANCING ACTIVITIES:</b>		
Proceeds from debt refinancing	0	70,000
Principal payments on long-term debt	(5,866)	(51,341)
Net cash provided by (used in) financing activities	(5,866)	18,659
 (DECREASE) IN CASH	(4,928)	(9,239)
 CASH, beginning of year	27,137	36,376
 CASH, end of year	\$ 22,209	\$ 27,137
 <b>SUPPLEMENTAL OPERATING CASH FLOWS INFORMATION:</b>		
Interest paid	\$ 2,839	3,120

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

MONADNOCK AREA PEER SUPPORT AGENCY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2014 AND 2013

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of activities - Monadnock Area Peer Support Agency (the Organization") is a nonprofit organization that promotes peer support through educational, vocational, interpersonal, social and spiritual opportunities for consumers of mental health services and by facilitating recovery through peer support, empowerment and personal growth. The Organization operates in Keene, New Hampshire.

The revenue of the Organization is derived primarily from a contract with the State of New Hampshire Department of Health and Human Services.

The Organization also derives revenue from renting a portion of its building under short term rental arrangements.

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 and 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. Actual results could differ from those estimates.

Basis of presentation - The financial statements are presented in accordance with accounting principles generally accepted in the United States of America on an accrual basis. Consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. In addition, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted net assets.

Revenue recognition - The majority of the services provided by the Organization are covered by a contract with the State of New Hampshire for a specific period of time of one year or less. Revenue is recognized as earned over the term of the contract. The revenue relative to the contractual agreement is included in the accompanying financial statements based on rates established by the regulatory authority under the provision of a cost reimbursement formula. Final determination of amounts earned is subject to audit by the intermediary. In the opinion of management, adequate provision has been made for any adjustments that may result from such audits. Differences between recorded revenues and final settlements are recorded as charges or credits to change in net assets in the year finalized.

Property and depreciation - Property and equipment are recorded at cost. Depreciation is calculated using the straight line method over the estimated useful lives of the assets. Depreciation expense, included in program service expense was \$5,601 in 2014 and \$5,571 in 2013. The Organization capitalizes items with a cost of over \$1,000 and an estimated useful life of at least one year.

MONADNOCK AREA PEER SUPPORT AGENCY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2014 AND 2013

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Long-lived assets - The Organization evaluates the recoverability of its long-lived assets if circumstances indicate impairment may have occurred. An evaluation includes comparing the carrying value of the assets to the current and expected future cash flows, on an undiscounted basis, to be generated by such assets. Property and equipment would be evaluated separately. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such affected assets would be reduced to fair value. Management determined there were no such impairment losses in 2014 and 2013.

Contributed goods and services - Contributed assets for use by the Organization are recorded at their estimated fair values at the date of contribution. Contributed services are reflected in the Organization's financial statements if and when they create or enhance non-financial assets or require specialized skills, which, if not provided by donation, would have to be purchased by the Organization. No donated service revenue was recorded in 2014 and 2013.

Allocation of functional expenses - The Organization allocates direct expenses to its programs and supporting services on a specific identification basis. Indirect expenses are allocated based on the allocations made in the Organization's approved budget. The budget allocations are made at the beginning of the year based on management's estimate of employee time to be spent and other indirect costs to be incurred in each area. These estimates may be revised during the year if the actual costs are found to be significantly different than anticipated.

Income taxes - The Organization is exempt from federal income tax under the Internal Revenue Code. Correspondingly, the Organization is exempt from state income tax.

Uncertainty of income taxes - Management has evaluated significant tax positions against the criteria established by generally accepting accounting principles and believes there are no such tax positions requiring accounting recognition in the financial statements. Management does not believe its evaluation of tax positions will significantly change within twelve months of June 30, 2014. Any changes in tax positions will be recorded when the ultimate outcome becomes known. The Organization's tax returns are subject to examination by taxing authorities generally for the years ended June 30 2008 through 2011. There was no related interest or penalties recognized in 2014 or 2013.

Interest expense - Interest expense is included in program service expense. Interest expense was \$2,839 in 2014 and \$3,120 in 2013.

Reclassifications - Certain 2013 amounts have been reclassified to conform to the presentation in the 2014 financial statements.

MONADNOCK AREA PEER SUPPORT AGENCY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2014 AND 2013

2. CONTRACT RELATED LIABILITIES

The State of New Hampshire Bureau of Behavioral Health ("BBH") determines the earned revenue under the contract based on a formula of allowable expenditures. Unearned contract surplus payable was \$0 at June 30, 2014 and was \$52 at June 30, 2013. BBH authorized the release of \$3,792 in 2014 and \$4,204 in 2013 for program services revenue.

Unearned capital reserve payable is also controlled by BBH for authorized purchases only. Unearned capital reserve payable was \$5,655 as of June 30, 2014 and \$9,395 as of June 30, 2013.

Cash restricted for both liabilities was \$5,655 at June 30, 2014 and was \$9,395 at June 30, 2013.

3. LONG-TERM DEBT

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

	<u>2014</u>	<u>2013</u>
Bank:		
4.5% note, collateralized by a real estate mortgage, payable in monthly installments of \$725, including interest, through September 2022.	\$59,887	\$65,753
Less current portion	<u>6,135</u>	<u>5,865</u>
	<u>\$53,752</u>	<u>\$59,888</u>

The approximate maturities on long-term debt subsequent to June 30, 2014 follow:

2015	\$ 6,135
2016	6,416
2017	6,711
2018	7,020
2019	7,342
Thereafter	<u>26,263</u>
	<u>\$59,887</u>

4. CONCENTRATION OF CREDIT RISK

The Organization earned a substantial portion of its revenue from the State of New Hampshire. The State of New Hampshire contract accounted for approximately 85% of total revenue in 2014 and 82% in 2013.

MONADNOCK AREA PEER SUPPORT AGENCY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2014 AND 2013

5. TEMPORARILY RESTRICTED NET ASSETS

There were no net assets temporarily restricted as of June 30, 2014 and 2013.

6. COMMITMENT

The Organization leases a copier machine for \$140 per month. The future minimum lease payments are \$1,641 through the term of the lease, which expires in July 2015.

7. SUBSEQUENT EVENTS

Management has evaluated all subsequent transactions and events after the date of the statement of financial position through November 4, 2014, the date the financial statements are available to be issued, and has determined that no other additional items require disclosure.

**ADDITIONAL INFORMATION**

MONADNOCK AREA PEER SUPPORT AGENCY

SCHEDULES OF FUNCTIONAL REVENUES AND EXPENSES

FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	2014			2013
	BBH	Non-BBH	Total	Total
<b>Revenues:</b>				
Service contracts	\$ 147,644	\$ 0	\$ 147,644	\$ 141,398
Rental income	0	10,917	10,917	10,307
United Way	0	6,969	6,969	3,875
Release from surplus payable	3,792	0	3,792	4,204
Other revenue	0	3,042	3,042	0
Contributions	0	460	460	11,660
Interest	0	30	30	54
	<u>\$ 151,436</u>	<u>\$ 21,418</u>	<u>\$ 172,854</u>	<u>\$ 171,498</u>
<b>Program service expenses:</b>				
Salaries and wages	\$ 81,996	\$ 0	\$ 81,996	\$ 74,937
Employee benefits	21,223	3,609	24,832	24,673
Payroll taxes	6,273	0	6,273	5,721
Mortgage interest	2,839	0	2,839	3,103
Heat	3,750	6,606	10,356	8,516
Other utilities	2,897	1,729	4,626	4,410
Maintenance and repairs	2,150	1,635	3,785	36,847
Building/household supplies	869	0	869	1,241
Food	1,009	0	1,009	1,091
Other consumables	869	0	869	0
Depreciation	0	5,601	5,601	5,571
Telephone	3,484	0	3,484	3,704
Client transportation	5,554	0	5,554	3,912
Staff transportation	0	977	977	2,456
<b>Insurance:</b>				
Property and liability insurance	1,383	1,768	3,151	2,978
Vehicle insurance	1,213	198	1,411	2,512
Malpractice insurance	1,350	0	1,350	1,350
Other expenditures	3,792	0	3,792	0
Miscellaneous	0	0	0	140
Vehicle loan interest	0	0	0	16
	<u>\$ 140,651</u>	<u>\$ 22,123</u>	<u>\$ 162,774</u>	<u>\$ 183,178</u>
<b>General management expenses:</b>				
Accounting and bookkeeping	\$ 1,550	\$ 1,741	\$ 3,291	\$ 3,254
Audit	5,000	500	5,500	6,085
In-service training	0	67	67	4,205
Office supplies and expense	1,324	0	1,324	2,328
Property tax	0	1,357	1,357	1,287
Equipment rental	1,451	0	1,451	1,719
Equipment maintenance	1,120	0	1,120	1,824
Postage	1,199	0	1,199	1,350
Advertising	152	0	152	0
Membership dues	0	0	0	210
	<u>\$ 11,796</u>	<u>\$ 3,665</u>	<u>\$ 15,461</u>	<u>\$ 22,262</u>



**Monadnock Area Peer Support Agency  
Board of Directors**

**March 11, 2015**

**PRESIDENT  
Bruce Hart**

**Eric Coates**

**EXECUTIVE DIRECTOR  
Damien Licata**

**VICE PRESIDENT (vacant)**

**Tammy Hood**

**TREASURER  
Patricia Jean Mackey**

**Polly Morris**

**SECRETARY  
Elizabeth C. Sayre**

**Theresa Noel**

**Theresa Poirer**

**Joel Whiting**

# DAMIEN J. LICATA

## **EDUCATION**

*IPS Train the Trainers 5-day training*  
*Antioch New England Graduate School* *Keene, New Hampshire*  
*Post Graduate Study, Master's Program, Applied Psychology* *Keene State College, Keene, New Hampshire*  
*Bachelor of Arts, Clinical/Counseling Psychology, Cum Laude*  
❖ *Psi Chi, The National Honor Society in Psychology*  
*Associate of Science, Chemical Dependency*  
*Certification Training, Critical Incident Stress Management*

## **AWARDS**

*Keene State College Leadership Award* April, 1998  
*Keene State College Outstanding Senior Service Award* May, 2000

## **WORK EXPERIENCE**

### ***Monadnock Area Peer Support Agency (formerly Granite State Monarchs) (current)***

#### *Executive Director,*

- ❖ *Fulfill requirements of NH BBH contract*
- ❖ *Finance*
- ❖ *Personnel*
- ❖ *Programming*
- ❖ *Transportation*
- ❖ *Networking*
- ❖ *Outreach*

### ***Monadnock Family Services***

#### *Case Manager*

- ❖ *Manage a caseload of approximately thirty clients with severe, persistent mental illness.*

#### *Residential Educator - Emerald House*

- ❖ *Facilitate community integration and participate in crisis care for individuals with severe, persistent mental illness.*
- ❖ *Provide supervision of residents' habitation programs.*
- ❖ *Structure therapeutic milieu within residence.*
- ❖ *Provide training in skills of daily living.*
- ❖ *Provide medication administration.*
- ❖ *Provide back-up telephone screening for Emergency Services.*

### ***Keene State College Counseling Center***

#### *Graduate Intern*

- ❖ *Provide individual and group mental health counseling services to students with vocational, educational, and personal problems.*
- ❖ *Provide treatment, conducting assessment/diagnosis, making referrals, consult, conduct outreach programs/workshops such as RA training, classroom presentations, and programs relating to men's issues.*
- ❖ *Act as a liaison with college community, including Greek life, serving on College committees.*
- ❖ *Provide crisis intervention during the day and after hours on-call.*

### ***Phoenix Academy at Dublin, NH (formerly Marathon House)***

#### *Primary Counselor,*

- ❖ *Assist clients in development of individual treatment plans and monitor their progress.*
- ❖ *Counsel clients in individual, group, and family formats.*
- ❖ *Maintain working relationship with agencies, resources, and families to coordinate services for client care; provide information on substance abuse treatment resources and services; make necessary referrals.*
- ❖ *Respond to client crises and emergencies as needed.*
- ❖ *Document developments and important events in accordance with clinical policies for reporting and record keeping. Attend staff meetings, case conferences, and required training to ensure continuum and quality of care.*
- ❖ *Serve as role model through positive and appropriate conduct.*

### ***Men's Resource Center of Western Massachusetts\_ Amherst, Massachusetts***

- ❖ *Participate in the support group facilitator training and facilitating drop-in men's groups.*
- ❖ *Conduct intake interviews for and facilitating the youth violence prevention group.*
- ❖ *Manage the membership database and member correspondence*
- ❖ *Facilitate presentations about men's work and the Men's Resource Center.*

## **VOLUNTEER EXPERIENCE**

- ❖ *Chair, Board of Directors, Aids Services for the Monadnock Region (ASMR)(current)*
- ❖ *Facilitator, NAMI Connection Recovery Support Group (current)*
- ❖ *Chairperson, NH Mental Health Consumer Council (2008-2012)*
- ❖ *Co-founder/Director, Monadnock Men's Resource Center*
- ❖ *Member of Critical Incident Stress Debriefing (CISD) Team (KSC)*
- ❖ *Co-chairperson, Counseling Center Advisory Board (KSC)*
- ❖ *Supplemental Instructor, History and Systems of Psychology (KSC)*

## KEY ADMINISTRATIVE PERSONNEL - FY2016

### MONADNOCK AREA PEER SUPPORT AGENCY

Position	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Damien J. Licata	1.00	\$ 41,080.00	\$ 38,392.73	93%


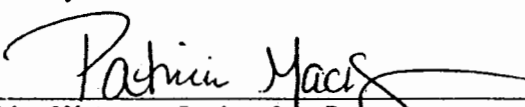
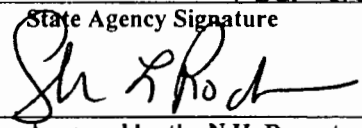
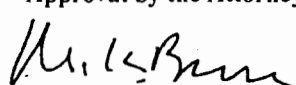
Subject: Peer Support Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health & Human Services Bureau of Behavioral Health		1.2 State Agency Address 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name Monadnock Area Peer Support Agency		1.4 Contractor Address 64 Beaver Street PO Box 258 Keene, NH 03431	
1.5 Contractor Phone Number 603-352-5093	1.6 Account Number 05-95-92-920010-7011-102 05-95-92-920010-7143-102	1.7 Completion Date 06-30-2015	1.8 Price Limitation \$184,017.
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director, DHHS, DCBCS		1.10 State Agency Telephone Number 603-271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory BRUCE BHART, PRES	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Cheshire</u> On <u>5/2/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Patricia Maerkey, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director, DHHS, DCBCS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/4/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: LSA  
Date: 5/8/14

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF WORK**  
**FY 2015**

**I. PEER SUPPORT SERVICES**

1. **Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the <sup>Stats</sup> ~~statistical pages~~ immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. **Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. **State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. **Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. **Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. **Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. **Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. **Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

8.3.1. Peer Support;

8.3.2. Warmline;

8.3.3. Facilitating Peer Support Groups;

8.3.4. Sexual Harassment; and

8.3.5. Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

8.4.2.1. Staff Development;

8.4.2.2. Supervision;

8.4.2.3. Performance Appraisals;

8.4.2.4. Employment Practices

8.4.2.5. Harassment;

8.4.2.6. Program Development;

8.4.2.7. Complaints and the Complaint Process; and

8.4.2.8.

Financial

Management.

Contractor Initials: *[Signature]*

Date: 5/8/14



8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. **Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. **Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. **Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. **Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. **Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. **Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;

13.1.2. Outreach;

13.1.3. Individual Peer Assistance;

13.1.4. Telephone Support during business hours;

13.1.5. A monthly Newsletter;

13.1.6. Wellness Training;

13.1.7. Community Education; and

13.1.8. Monthly Educational Events to members.

13.2. **Consumer** means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. **Guest** means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. **Member** means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.


13.5. **Participant** means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.

13.6. **Peer Support** means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. **Telephone Support** means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. **Warmline** shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. **Wellness Training** is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

Contractor Initials:   
Date: 5/8/14

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

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

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, and BBH immediately.

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

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

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

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;

14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;

14.6.3. Internal Control Procedures; and

14.6.4. Expense Reimbursement and Advance Policy.

14.7. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

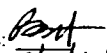
14.8. Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes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

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

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

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

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

Contractor Initials:   
Date: 5/8/14

16. **Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. **Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.

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

19. **Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

20. **Changes to Budget Personnel Form B:** The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

21. **DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

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

23. **Purging of Member Lists:** Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

24. **Memorandum of Understanding:** Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2015.

25. **Commencement Date of Agreement:** The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

FY15 Exhibit A MAPSA PSA

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

**MEMORANDUM OF UNDERSTANDING**  
**FY 2015**

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and Monadnock Area Peer Support Agency, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2015. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

**I. PERFORMANCE DOMAINS**

**A. FISCAL DOMAIN**

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

**1. Current Ratio**

*Definition:* A measure of the Contractor's total current assets available to cover the cost of current liabilities.

*Formula:* Total current assets divided by total current liabilities.

*Performance Standard:* The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

**2. Accounts Payable**

*Definition:* The Contractors timeliness in paying invoices.

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

**3. Budget Management**

*Definition:* Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

*Formula:* (*Revenues*) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (*Expenses*) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

*Performance Standard:* Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

Contractor Initials: BBH  
Date: 5/8/14

**B. COMPLIANCE DOMAIN**

**1. Consumer Control**

*Rationale:* Peer Support Agencies are consumer run and controlled.

*Definition:* Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

*Source of Data:* BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

**2. Board Of Directors Development**

*Rational:* Members of the Board of Directors understand their roles and responsibilities.

*Definition:* There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

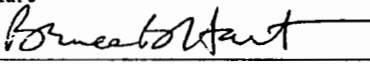
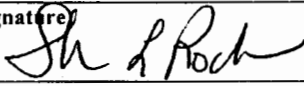
*Source of Data:* BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

**II. REMEDIATION PROCESS**

**A. REMEDATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

MAPSA FY15 MOU EXHIBIT A PSA

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

Contractor Initials   
Date 5/16/14

**PEER SUPPORT SERVICES**

**FY2015 Contract 4**  
Fiscal Year / Quarter

**Monadnock Area Peer Support Agency**  
Organization

**Erin Rushalko**

Prepared By:

**I. MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

A1) Members 59 and under	115	2	1	3	121
A2) Members 60 and over	20	1	0	0	21
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	135	3	1	3	142

B1) New Members 59 and under (unduplicated within category at end of reporting period)	2	2	1	3	8
B2) New Members 60 and over (unduplicated within category at end of reporting period)	0	1	0	0	1

**II. PSA MEMBERS AND PARTICIPANTS SERVED**

A1) Unduplicated Members/Participants 59 and under (served in all programs)	65	49	50	33	197
A2) Unduplicated Members/Participants 60 and over (served in all programs)	5	1	1	0	7
A3) Unduplicated Members/Participants Served in All Programs	70	50	51	33	204

**III. PSA GUESTS SERVED**

A1) Number of Guests (unduplicated)	5	6	8	10	29
-------------------------------------	---	---	---	----	----

**IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

A) Visitors (unduplicated members and participants only)	60	65	72	75	272
B) Total Visit Days (members and participants only)	800	825	850	875	3350
C) Average Daily Visits (# of visit days/number of days open in reporting period)	11	11	12	12	
D) Number of Daytime Hours Each Week	38	38	38	38	
E) Number of Evening Hours Each Week	2	2	2	2	
F) Number of Hours Open/Week (F=D+E)	40	40	40	40	
G) Number of Days the Program was Open in the Quarter	75	74	69	75	293
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	8	9	9	9	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	11	10	10	10	

**V. OUTREACH FACE TO FACE**

A) Total Number of Face to Face Contacts	3	7	12	21	43
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**VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH**

A) Total Peer Support Telephone Calls Made	35	60	85	90	270
B) Total Peer Support Telephone Calls Received	50	65	73	85	273

**VII. WARMLINE**

A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4  
Fiscal Year / Quarter

Monadnock Area Peer Support Agency  
Organization

Erin Rushalko  
Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

VIII. VOCATIONAL

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

0	1	1	0	2
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B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	1	0	1
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IX. CRISIS RESPITE UTILIZATION

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

0	0	0	0	0
---	---	---	---	---

B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
---	---	---	---	---

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
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B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
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b2) Other Hospital

0	0	0	0	0
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b3) Other

0	0	0	0	0
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B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
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XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

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

B) Monthly Newsletters Y/N

Y	Y	Y	
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XII. TRAINING

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

2	0	0	0	2
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0
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XIII. AGENCY-OWNED TRANSPORTATION

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

272	295	337	388	1292
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

5060	5260	5310	5660	21290
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**EXHIBIT B**  
**METHODS OF PAYMENT**  
**FY 2015**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.
2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

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

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.
4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.
5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.
6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.
8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
  - 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

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



9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

*status of the Exhibit A*  
10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the ~~performance requirements~~ by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$ 81,981

Federal Funds: \$102,036

CFDA #: 93.958

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

Program Title: Block Grants for Community Mental Health Services

Amount: \$102,036

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102

05-95-92-920010-7143-102

FY15 Exhibit B PSA MAPSA

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

# Budget Form

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

Bidder/Program Name: Monadnock Area Peer Support Agency

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

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

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

Indirect As A Percent of Direct

10.9%

Region: Region 5

Agency: Monadnock Area Peer Support Agency

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>				
401 Net client fees	0	0	0	0
402 HMO's	0	0	0	0
403 BC/BS	0	0	0	0
404 Medicaid	0	0	0	0
405 Medicare	0	0	0	0
406 Other insurance	0	0	0	0
411 Other program fees	0	0	0	0
Subtotal				
<b>420 PROG. SALES</b>				
421 Production			0	0
422 Service				
<b>430 PUBLIC SUPPORT</b>				
431 United Way				7,500
432 Local/County Government				0
433 Donations/Contributions				0
435 Other public support				0
436 DVR				0
437 Div. A/c/Drug Abuse Prev & Reco				0
438 DCYF				0
439 State Emergency Shelter Grant				0
<b>440 FEDERAL FUNDING</b>				
441 Block Grants			102,036	0
442 Community Support Prog				0
443 CSP Anticipated (amendm				0
444 HUD				0
445 Other federal grants				0
446 PATH				0
447 CARE NH				0
448 MHSJP				0
450 RENTAL INCOME				9,384
460 INTEREST INCOME				150
470 IN-KIND DONATIONS				0
<b>480 BBH</b>				
481 Community Mental Health	81,981	0	81,981	0
482 Community Developmental Services	0	0	0	0
<b>490 OTHER REVENUES</b>				
491 Other DBH (carry over)	201,051	0	184,017	17,034
Subtotal				
500 GM Allocation	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	201,051	0	184,017	17,034

Budget Form A  
 (Not labeled)

Region: Region 5

Agency: Monadnock Area Peer Support Agency

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>				
601 Salary & Wages	93,366	0	93,366	0
602 Employee Benefits	22,499	0	22,499	0
603 Payroll taxes	7,142	0	7,142	0
Subtotal	123,007	0	123,007	0
610 Client Wages	0	0	0	0
<b>620 PROFESSIONAL FEES</b>				
621 Substitute Staff	0	0	0	0
622 Client Evaluations/Services	0	0	0	0
624 Accounting	3,344	0	3,344	0
625 Audit Fees	5,744	0	5,744	0
626 Legal Fees	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0
<b>630 STAFF DEV &amp; TRNG.</b>				
631 Journals & Publications	0	0	0	0
632 In-Service Training	5,000	0	5,000	0
633 Conferences & Conventions	0	0	0	0
634 Other Staff Development	0	0	0	0
<b>640 OCCUPANCY COSTS</b>				
641 Rent	0	0	0	0
642 Mortgage Payments	9,216	0	8,755	461
643 Heating Costs	9,500	0	9,025	475
644 Other Utilities	4,700	0	4,465	235
645 Maintenance & Repairs	5,000	0	1,000	4,000
646 Taxes	1,103	0	0	1,103
647 Other Occupancy Costs	0	0	0	0
<b>650 CONSUMABLE SUPPLIES</b>				
651 Office	1,400	0	1,400	0
652 Building/Household	2,300	0	2,300	0
653 Educational/Training	500	0	0	500
654 Production & Sales	0	0	0	0
655 Food	1,500	0	1,500	0
656 Medical	0	0	0	0
657 Other Consumable Supplies	1,000	0	0	1,000
660 CAPITAL EXPENDITURES	3,500	0	2,500	1,000
665 DEPRECIATION	0	0	0	0
670 EQUIPMENT RENTAL	1,674	0	1,674	0
680 EQUIPMENT MAINTENANCE	2,495	0	2,495	0
Subtotal page	180,983	0	172,209	8,774

Region: Region 5

Agency: Monadnock Area Peer Support Agency

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
Total Carried Forward	180,983	0	172,209	8,774
700 ADVERTISING	300	0	0	300
710 PRINTING	300	0	0	300
720 TELEPHONE/COMMUNICATIONS	3,012	0	3,012	0
730 POSTAGE/SHIPPING	2,000	0	500	1,500
<b>740 TRANSPORTATION</b>				
741 Board Members	0	0	0	0
742 Staff	1,600	0	1,600	0
743 Clients	5,000	0	2,500	2,500
744 Delivery Products	0	0	0	0
<b>750 ASSIST. TO INDIVIDUALS</b>				
751 Client Services	0	0	0	0
752 Clothing	0	0	0	0
<b>760 INSURANCE</b>				
761 Malpractice & Bonding	1,350	0	1,350	0
762 Vehicles	1,213	0	1,213	0
763 Comprehensive Property & Liability	1,633	0	1,633	0
770 MEMBERSHIP DUES	250	0	0	250
800 OTHER EXPENDITURES	3,410	0	0	3,410
801 INTEREST EXPENSE	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0
TOTAL EXPENSES	201,051	0	184,017	17,034
900 ADMINISTRATIVE ALLOCATION	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	<b>201,051</b>	<b>0</b>	<b>184,017</b>	<b>17,034</b>
<b>SURPLUS/(DEFICIT)</b>				
Total Revenue - Total Expenses (line 49 - 116)	0	0	(0)	0
Verification of Balancing s/b 0	0			



**EXHIBIT C**  
**SPECIAL PROVISIONS**  
**FY 2015**

**1. Add the following to Paragraph 1.:**

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

**2. Add the following to Paragraph 4.:**

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

**3. Add the following to Paragraph 6.:**

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

**4. Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

**5. Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

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

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

Contractor Initials: 

Date: 2/8/14

- 8.1.7. Failure to comply with any covenants or conditions in this Agreement.
- 8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
- 8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

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



**6. Add the following to Subparagraph 8.2.:**

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

**7. Add the following to Paragraph 8.:**

8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

**8. Add the following to Paragraph 9.:**

9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

9.5.1. The Income Statement shall be based on the accrual method of accounting.

9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:

9.5.2.1. Mortgage payments shall include both principal and interest;

9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.

9.5.2.3. Capital expenditures shall be included on the Form A.

9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

**9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

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

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

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

**10. Replace Paragraph 12. with the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

**11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

**12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than \$500,000, replace Paragraph 14.1.1. with the following:**

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate; and

**13. Add the following to Paragraph 14.:**

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to

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

1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

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

**14. Add the following to Paragraph 20.:**

**20.1.** The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

**20.2.** Community Support Program funds are to be used for:

**20.2.1.** Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

**20.2.2.** Travel directly related to carrying out activities under the approved project.

**20.2.3.** Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

**20.3.** Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

**20.3.1.** To provide inpatient services.

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

**20.3.3.** To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

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

**20.3.5.** To provide services to persons at local jails or any correctional facility.

**20.4.** If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

**20.5.** In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved

Contractor Initials: *BBH*  
Date: *5/16/14*

Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

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

20.6.7. Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

20.6.8. Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

20.6.8.1. Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

20.6.8.2. Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

20.7. The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

20.8. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

FY15 Exhibit C PSA

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

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

Contractor Initials: POA  
Date: 4/3/14



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

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

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

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

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

Bruce B Hart President, Board  
 (Name & Title of Authorized Contractor Representative)

Bruce B Hart 4/3/14  
 (Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

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

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

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

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

  
(Contractor Representative Signature)

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

Monadnock Area Peer Support Agency  
(Contractor Name)

April 24, 2014  
(Date)

**NH Department of Health and Human Services**  
**STANDARD EXHIBIT F**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Bruce B Hart  
(Contractor Representative Signature)

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

Monadnock Area Peer Support Agency  
(Contractor Name)

4/24/2014  
(Date)

Contractor Initials: BSA  
Date: 4/24/14

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

- 1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Bruce Hart  
 (Contractor Representative Signature)

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

Monadnock Area Peer Support Agency  
 (Contractor Name)

4/3/14  
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Bruce B Hart  
(Contractor Representative Signature)

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

Monadnock Area Peer Support Agency  
(Contractor Name)

4/3/14  
(Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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



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

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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


Bureau of Behavioral Health  
The State Agency Name

Monadnock Area Peer Sup. Agency  
Name of the Contractor

  
Signature of Authorized Representative

BRUCE B. HART  
Signature of Authorized Representative

Sheri L. Rockburn  
Name of Authorized Representative

  
Name of Authorized Representative

Director  
Title of Authorized Representative

President, Board  
Title of Authorized Representative

5/15/14  
Date

4/3/14  
Date



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

This first Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated May 18, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 5 Pine Street Extension, Suite 1-G, Nashua, New Hampshire, 03061-1564 (previously 5 Pine Street Extension, Unit 2K, Nashua, New Hampshire, 03060).

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #97) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by one (1) year and increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provision (Form P-37), Block 1.4 Contractor Address to read:  
5 Pine Street Extension, Suite 1-G  
Nashua, NH, 03061-1564.
3. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to June 30, 2016.
4. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$777,092.
5. Delete in its entirety, Exhibit A Scope of Work FY 15 and replace with Exhibit A Amendment #1, Scope of Work.
6. Delete in its entirety, Memorandum of Understanding FY 2015.
7. Add Exhibit A-1 Statistics
8. Delete in its entirety, Exhibit B Methods of Payment FY 15 and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.

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



- 
9. Add Exhibit B-2, Budget Form
  10. Add Exhibit B-3, Budget Form A – Revenue and Expense Report
  11. Add Exhibit B-4, Budget Form C - Capital Expenditure Report
  12. Delete in its Entirety Exhibit C Special Provisions FY 2015 and replace with Exhibit C Amendment #1 Special Provisions.
  13. Add Exhibit C-1, Revisions to General Provisions.
  14. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, by extending the end date to June 30, 2016.
  15. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to June 30, 2016.
  16. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
  17. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

New Hampshire Department of Health and Human Services  
Peer Support 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,

State of New Hampshire  
Department of Health and Human Services

5/28/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

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

5-21-2015  
Date

Clare Peddle  
NAME  
TITLE Treasurer

Acknowledgement:

State of New Hampshire County of Hillsborough on May 21<sup>st</sup>, before the undersigned officer, personally appeared the person identified above, who acknowledged himself/herself to be the Treasurer, 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

Sean M. Cardwell Belmont  
Name and Title of Notary or Justice of the Peace  
my commission expires  
September 17, 2016



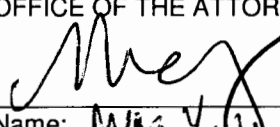
New Hampshire Department of Health and Human Services  
Peer Support Services



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

OFFICE OF THE ATTORNEY GENERAL

4/3/15  
Date

  
Name: Megan York  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



Exhibit A Amendment #1

Scope of Services

**I. PEER SUPPORT SERVICES**

1. **Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages, Exhibit A-1 Statistics. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. **Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. **State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. **Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. **Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. **Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. **Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. **Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

8.3.1. Peer Support;

8.3.2. Warmline;

8.3.3. Facilitating Peer Support Groups;

8.3.4. Sexual Harassment; and

8.3.5. Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.



Exhibit A Amendment #1

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

- 8.4.2.1. Staff Development;
- 8.4.2.2. Supervision;
- 8.4.2.3. Performance Appraisals;
- 8.4.2.4. Employment Practices
- 8.4.2.5. Harassment;
- 8.4.2.6. Program Development;
- 8.4.2.7. Complaints and the Complaint Process; and
- 8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

**9. Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

**10. Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

**11. Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

**12. Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

**13. Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

- 13.1.1. Peer Support;
- 13.1.2. Outreach;
- 13.1.3. Individual Peer Assistance;
- 13.1.4. Telephone Support during business hours;
- 13.1.5. A monthly Newsletter;



Exhibit A Amendment #1

- 13.1.6. Wellness Training;  
13.1.7. Community Education; and  
13.1.8. Monthly Educational Events to members.
- 13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.
- 13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.
- 13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.
- 13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.
- 13.6. Peer Support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.
- 13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.
- 13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.
- 13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.
- 13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.
- 13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.
- 13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.
- 13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.
- 13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.
- 13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.
- 13.16. State Fiscal Year means the period from July 1 through June 30.
- 13.17 Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.



Exhibit A Amendment #1

**14. Board of Director Criteria:** The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

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

**14.2. NH Division of Charitable Trusts Requirements for Board of Directors:** If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.

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

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

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

**14.6. Board of Director Fiduciary Responsibilities:** The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:

- 14.6.1.** Cash Management including cash receipts, cash disbursements, and petty cash;
- 14.6.2.** Accounts Payable/Receivable Procedures, payroll, and fixed assets;
- 14.6.3.** Internal Control Procedures; and
- 14.6.4.** Expense Reimbursement and Advance Policy.

**14.7. Open Board of Director Meetings:** Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

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

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

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

**14.11. Change in Board of Director Membership:** BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH or her designee.

**15. Planning and Advisory Activities:** The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

**16. Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

**17. Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.



Exhibit A Amendment #1

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

**19. Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

**20. Changes to Budget Personnel Form B:** The Contractor will complete Budget Personnel Form B, a pre-printed form provided by the Department. The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

**21. DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

**22. Increase the Unduplicated Numbers Served:** In State Fiscal Year 2016, the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported during April 1, 2015 through June 30, 2015. This will be achieved in accordance with the written plan outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in State Fiscal Year 2016 may jeopardize future funding increases.

**23. Purging of Member Lists:** Beginning in State Fiscal Year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

**II. PERFORMANCE DOMAINS**

The Contractor will cooperate with BBH in measuring the Contractor's performance. The Department will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Performance Domain Indications in Section 1 below, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. The Department will notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Domain Indicators, the Department will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor will work with the Department to develop solution plans to assist the Contractor in achieving compliance.



Exhibit A Amendment #1

1. Performance Domain Indicators

A. **FISCAL DOMAIN**

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. **Current Ratio**

**Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.

**Formula:** Total current assets divided by total current liabilities.

**Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. **Accounts Payable**

**Definition:** The Contractors timeliness in paying invoices.

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

3. **Budget Management**

**Definition:** Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

**Formula:** **(Revenues)** Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

**Performance Standard:** Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. **COMPLIANCE DOMAIN**

1. **Consumer Control**

**Rationale:** Peer Support Agencies are consumer run and controlled.

**Definition:** Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

**Source of Data:** BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. **Board Of Directors Development**

**Rational:** Members of the Board of Directors understand their roles and responsibilities.

**Definition:** There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

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



Exhibit A Amendment #1

2. REMEDIATION PROCESS

A. REMEDIATION PROCESS FOR FISCAL DOMAIN

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

III. PEER OPERATED CRISIS RESPITE PROGRAM

1. **Crisis Respite Program Description:** The Contractor may provide a peer operated crisis respite program. The program shall provide early intervention for individuals (18) years of age and older who have a mental illness and are experiencing a crisis in the community. The program shall provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization. These interventions are done using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.

2. **Crisis Respite Program Goals and Objectives:** The peer operated crisis respite program shall incorporate the following goals and objectives:

- 2.1. **Purpose:** Provide crisis respite services that are designed to provide a safe community-based environment and reduce the need for hospitalization.
- 2.2. **CMHC Referrals:** Develop a referral process to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
- 2.3. **Other Peer Support Services:** Offer other peer support agency services and supports during the course of stay at the crisis respite program.
- 2.4. **Transportation:** Provide of transportation to and from the crisis respite program to other community-based appointments.
- 2.5. **Assessment:** Administer an functional assessment at the time of entry and exit from the program.
- 2.6. **Wellness and Recovery:** Provide individualized supports with a focus on wellness and recovery. This may include Wellness Recovery Action Plan (WRAP), if applicable.
- 2.7. **Return to the Community:** Support the individual in returning to participation in community activities, services and supports.
- 2.8. **Health Needs:** Ensure the individual's health needs are addressed during the course of their stay in the crisis respite program.
- 2.9. **Other Community Services:** Ensure communication with other service providers involved in the individual's care, with their written consent.

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

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





Exhibit A Amendment #1

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

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

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

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**HEARTS Peer Support Center of Greater Nashua Region 6**  
Agency Name - Site

**Ken Lewis**  
Prepared By:

**MEMBERSHIP**

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

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
300	30	15	15	360
30	2	2	2	36
330	32	17	17	396

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

20	30	15	15	80
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- B2) New Members 60 and over (unduplicated within category at end of reporting period)

2	2	2	2	8
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**PSA MEMBERS AND PARTICIPANTS SERVED**

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

140	65	10	10	225
14	4	2	2	22
154	69	12	12	247

**PSA GUESTS SERVED**

- A) Number of Guests (unduplicated)

20	10	10	10	50
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**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

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

160	90	75	75	400
1200	900	750	750	3600
16	12	10	10	
44	44	44	44	
0	0	0	0	
44	44	44	44	
76	74	75	76	301
12	12	12	12	
2	2	2	2	

**OUTREACH FACE TO FACE**

- A) Total Number of Face to Face Contacts

5	5	5	5	20
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**DAYTIME TELEPHONE PEER SUPPORT**

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

10	10	10	10	40
70	70	70	70	280

**WARMLINE**

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

0	0	0	0	0
0	0	0	0	0

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**HEARTS Peer Support Center of Greater Nashua Region 6**  
Agency Name - Site

**Ken Lewis**

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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**VOCATIONAL**

- A) Members/Participants Who Receive Vocational Services (unduplicated)
- B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

5	5	5	5	20
15	15	15	15	60

**CRISIS RESPITE UTILIZATION**

- A) Total Number of Days Person(s) Occupied a Bed(s)
- B) Number of Persons Served (unduplicated)
- C) Total Number of Admissions

100	100	100	100	400
12	12	12	12	48
13	12	13	12	50

**TRANSITIONAL HOUSING**

- A) Transitional Housing Persons Served (unduplicated)
- B) Referral Source:
  - b1) New Hampshire Hospital
  - b2) Other Hospital
  - b3) Other
- C) Total Number of Transitional Housing bed days per quarter

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

- A) Permanent Housing Members Served (Unduplicated)
- B) Total Number of Permanent Housing bed days utilized by members per quarter

0	0	0	0	0
0	0	0	0	0

**MONTHLY EVENTS**

- A) Monthly Educational Events Y/N
- B) Monthly Newsletters Y/N

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

**TRAINING**

**REQUIRED BI-ANNUALLY**

- A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)
- B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	3	0	0	3
0	0	0	3	3

**REQUIRED ANNUALLY**

- A) Members/Participants/Staff trained in Warmline (unduplicated)
- B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)
- C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	0	0	0	0
0	0	45	0	45
0	45		0	45

**AGENCY-OWNED TRANSPORTATION**

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

600	600	600	600	2400
3000	3000	3000	3000	12000



Exhibit B Amendment #1

**Method and Conditions Precedent to Payment**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$8,750
Capital Expenditures	\$0
Crisis Respite	\$130,000
Retirement	\$2,110
<b>Total</b>	<b>\$140,860</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Payment for contracted services will be made based on budget identified as Exhibits B-2. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in, Exhibit B-3, Budget Form A - Revenue and Expense Report, into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.

Contractor Initials CP  
Date 5-21-15



Exhibit B Amendment #1

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
- 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.
9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.
10. After each quarter of the contract, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.
- 10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the quarter, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.
  - 10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.
  - 10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.
11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.
12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

CFDA #: 93.958  
Federal Agency: U.S. Department of Health and Human Services  
Program Title: Block Grants for Community Mental Health Services

**Budget Form****New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**Bidder/Program Name: HEARTS PSC/CRBudget Request for: PEER SUPPORT SERVICES

(Name of RFP)

Budget Period: July 1, 2015 thru June 30, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 198,662.00	\$ 25,000.00	\$ 223,662.00	Processing and Communication
2. Employee Benefits	\$ 29,887.20	\$ 3,320.80	\$ 33,208.00	Processing and Communication
3. Consultants (Payroll Taxes):	\$ 15,399.00	\$ 1,711.00	\$ 17,110.00	Processing and Communication
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 54,000.00	\$ 6,000.00	\$ 60,000.00	Processing and Communication
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,800.00	\$ 200.00	\$ 2,000.00	Processing and Communication
6. Travel	\$ 7,200.00	\$ 800.00	\$ 8,000.00	Processing and Communication
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,600.00	\$ 400.00	\$ 4,000.00	Processing and Communication
Postage	\$ 450.00	\$ 50.00	\$ 500.00	Processing and Communication
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 6,750.00	\$ 750.00	\$ 7,500.00	Processing and Communication
Insurance	\$ 7,290.00	\$ 810.00	\$ 8,100.00	Processing and Communication
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications (Ad. & Printing)	\$ 2,475.00	\$ 275.00	\$ 2,750.00	Processing and Communication
11. Staff Education and Training	\$ 7,875.00	\$ 875.00	\$ 8,750.00	Processing and Communication
12. Subcontracts/Agreements (Accounting):	\$ 6,584.40	\$ 731.60	\$ 7,316.00	Processing and Communication
13. Other (Building Supplies):	\$ 3,632.00	\$ 403.00	\$ 4,035.00	Processing and Communication
13. Other (Food):	\$ 3,330.00	\$ 370.00	\$ 3,700.00	Processing and Communication
13. Other (Other Expenditures):	\$ 1,077.00	\$ 120.00	\$ 1,197.00	Processing and Communication
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 350,011.60</b>	<b>\$ 41,816.40</b>	<b>\$ 391,828.00</b>	

Indirect As A Percent of Direct

11.9%

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 6

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

FISCAL PERIOD: FY2016

	Total Agency	Total Administration	Peer Support Program 111a	Crisis Respite 111e	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>					
401 Net client fees	0	0	0	0	0
402 HMO's	0	0	0	0	0
403 BC/BS	0	0	0	0	0
404 Medicaid	0	0	0	0	0
405 Medicare	0	0	0	0	0
406 Other insurance	0	0	0	0	0
411 Other program fees	0	0	0	0	0
Subtotal	0	0	0	0	0
<b>420 PROG. SALES</b>					
421 Production	0	0	0	0	0
422 Service	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>					
431 United Way	0	0	0	0	0
432 Local/County Government	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0
435 Other public support	1,000	0	0	0	1,000
436 DVR	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0
438 DCYF	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>					
441 Block Grants	221,019	0	71,019	150,000	0
442 Community Support Prog	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0
444 HUD	0	0	0	0	0
445 Other federal grants	0	0	0	0	0
446 IPATH	0	0	0	0	0
447 CARE NH	0	0	0	0	0
448 MHSIP	0	0	0	0	0
450 RENTAL INCOME	0	0	0	0	0
460 INTEREST INCOME	0	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0	0
<b>480 BBH</b>					
481 Community Mental Health	169,809	0	169,809	0	0
482 Community Developmental Services	0	0	0	0	0
<b>490 OTHER REVENUES</b>					
491 Other DBH (carry over)	0	0	0	0	0
Subtotal	391,828	0	240,828	150,000	1,000
500 IGM Allocation	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	<b>391,828</b>	<b>0</b>	<b>240,828</b>	<b>150,000</b>	<b>1,000</b>

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 6  
 Agency: H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6  
 FISCAL PERIOD: FY2016

	Total Agency	Total Administration	Peer Support Program 111a	Crisis Respite 111e	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>					
601 Salary & Wages	223,662	0	134,222	89,440	0
602 Employee Benefits	33,208	0	17,687	15,521	0
603 Payroll taxes	17,110	0	10,268	6,842	0
Subtotal	273,981	0	162,177	111,803	0
610 Client Wages	0	0	0	0	0
<b>620 PROFESSIONAL FEES</b>					
621 Substitute Staff	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0
624 Accounting	7,316	0	5,496	1,820	0
625 Audit Fees	7,500	0	5,000	1,500	1,000
626 Legal Fees	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0
<b>630 STAFF DEV &amp; TRNG.</b>					
631 Journals & Publications	0	0	0	0	0
632 In-Service Training	8,750	0	8,750	0	0
633 Conferences & Conventions	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0
<b>640 OCCUPANCY COSTS</b>					
641 Rent	60,000	0	40,000	20,000	0
642 Mortgage Payments	0	0	0	0	0
643 Heating Costs	0	0	0	0	0
644 Other Utilities	0	0	0	0	0
645 Maintenance & Repairs	0	0	0	0	0
646 Taxes	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0
<b>650 CONSUMABLE SUPPLIES</b>					
651 Office	2,000	0	1,000	1,000	0
652 Building/Household	4,035	0	1,785	2,250	0
653 Educational/Training	0	0	0	0	0
654 Production & Sales	0	0	0	0	0
655 Food	3,700	0	1,200	2,500	0
656 Medical	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0
<b>660 CAPITAL EXPENDITURES</b>					
665 DEPRECIATION	0	0	0	0	0
670 EQUIPMENT RENTAL	0	0	0	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0
Subtotal page	367,282	0	225,408	140,873	1,000



Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 6

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

FISCAL PERIOD: FY2016

	Total Agency	Total Administration	Peer Support Program 111a	Crisis Respite 111e	Other Non-BBH 111f
Total Carried Forward	367,282	0	225,408	140,873	1,000
700 ADVERTISING	1,500	0	500	1,000	0
710 PRINTING	1,250	0	500	750	0
720 TELEPHONE/COMMUNICATIONS	4,000	0	2,500	1,500	0
730 POSTAGE/SHIPPING	500	0	250	250	0
<b>740 TRANSPORTATION</b>					
741 Board Members	0	0	0	0	0
742 Staff	1,500	0	1,500	0	0
743 Clients	6,500	0	4,000	2,500	0
744 Delivery Products	0	0	0	0	0
<b>750 ASSIST. TO INDIVIDUALS</b>					
751 Client Services	0	0	0	0	0
752 Clothing	0	0	0	0	0
<b>760 INSURANCE</b>					
761 Malpractice & Bonding	1,499	0	1,000	500	0
762 Vehicles	2,700	0	2,000	700	0
763 Comprehensive Property & Liability	3,900	0	3,000	900	0
770 MEMBERSHIP DUES	0	0	0	0	0
800 OTHER EXPENDITURES	1,197	0	170	1,027	0
801 INTEREST EXPENSE	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0
TOTAL EXPENSES	391,828	0	240,828	150,000	1,000
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	<b>391,828</b>	<b>0</b>	<b>240,828</b>	<b>150,000</b>	<b>1,000</b>
<b>SURPLUS/(DEFICIT)</b>					
Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0	0
Verification of Balancing s/b 0	0	0	0	0	0

Contractor Initials: *CP*  
Date: *5-21-16*





**SPECIAL PROVISIONS**

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

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



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



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

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



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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



- 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.



**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. **Add the following to Paragraph 1.:**

**1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

4. **Add the following to Paragraph 4.:**

**4.1.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be





made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

**4.2.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

**5. Add the following to Paragraph 6.:**

**6.4. 6.5.** The Contractor shall comply with proposed treatment and prevention rules.

**6. Add the following to Paragraph 7.:**

**7.4.** Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

**7.5.** No officer, director or employee of the Contractor, shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

**7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

**7.5.2.** Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

**7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

**7. Replace Subparagraphs 8.1. through 8.1.3. with the following:**

**8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

**8.1.1.** Failure to perform the services satisfactorily or on schedule during the Agreement term.

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

**8.1.3.** Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

**8.1.4.** Failure to either justify or correct material findings noted in a BBH financial review.

**8.1.5.** Failure to comply with any applicable rules of the Department.

**8.1.6.** Failure to expend funds in accordance with the provisions of this Agreement.

**8.1.7.** Failure to comply with any covenants or conditions in this Agreement.

**8.1.8.** Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.

**8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.

**8.1.10.** Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

**8. Add the following to Subparagraph 8.2.:**

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



9. **Add the following to Paragraph 8.:**  
8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.
10. **Add the following to Paragraph 9.:**  
9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.  
9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.  
9.5.1. The Income Statement shall be based on the accrual method of accounting.  
9.5.2. The Exhibit B-3, Form A – Revenue and Expense Report shall be based on a modified accrual method of accounting. Modifications include the following:  
9.5.2.1. Mortgage payments shall include both principal and interest;  
9.5.2.2. Depreciation shall only be included on the Exhibit B-3, Form A – Revenue and Expense Report) when it is included in the approved contract budget.  
9.5.2.3. Capital expenditures shall be included on the Exhibit B-3, Form A – Revenue and Expense Report and Exhibit B-4, Budget Form C-Capital Expenditure Report.  
9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.  
9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.  
9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.  
9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.  
9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.  
9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.
11. **Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**  
10.2. In the event of termination under Paragraph 10., of these General Provisions the approval



of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

**10.3.** In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**12. Amend Paragraph 12. by adding the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

**12.1.** The Contractor shall not enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

**12.2.** If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

**12.3.** The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

**12.4.** The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.5.** Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.6.** In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.



13. **Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**  
13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.
14. **Replace Paragraph 14.1.1. with the following:**  
14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) in aggregate; and
15. **Add the following to Paragraph 14.:**  
14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.  
14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.  
14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.  
14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
16. **Add the following to Paragraph 20.:**  
20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.  
20.2. Community Support Program funds are to be used for:  
20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.  
20.2.2. Travel directly related to carrying out activities under the approved project.  
20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.  
20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:  
20.3.1. To provide inpatient services.  
20.3.2. To make cash payments to intended recipients of health services.  
20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.  
20.3.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or  
20.3.5. To provide services to persons at local jails or any correctional facility.  
20.420.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services



Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

**20.6.7.** Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

**20.6.8.** Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

**20.6.8.1.** Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

**20.6.8.2.** Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

**20.7.** The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit



that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

**20.8.** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**20.9.** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

**20.10.** The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

**20.11.** The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.



**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

CP

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:

5-21-2015  
Date

Clare Piddle  
Name:  
Title: Treasurer

Exhibit G

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

Contractor Initials CP

Date 5-21-15





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

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

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
  
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Dept. of Health & Human Svs  
The State

Kathleen A Dunn  
Signature of Authorized Representative

Kathleen A Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/28/15  
Date

H.E.A.R.T.S. Peer Support Center  
Clare Peddle  
Name of the Contractor

Clare Peddle  
Signature of Authorized Representative

Clare Peddle  
Name of Authorized Representative

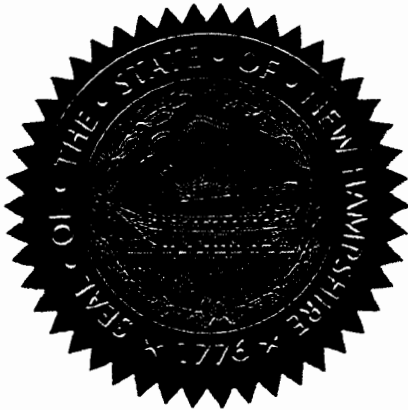
Treasure  
Title of Authorized Representative

5-21-2015  
Date

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI is a New Hampshire nonprofit corporation formed February 19, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Suzie Martel, do hereby certify that:

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

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 21, 2015.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

**To Provide:** Peer Support Services  
Peer Crisis Respite

**RESOLVED:** That the Treasurer hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.



3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 21, 2015.

4. Claire Peddles is duly elected Treasurer of the Corporation.

(Seal)  
(Corporation)

Suzie H. Martel  
(Signature of Board Secretary)

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this Thursday 21st day of May 2015 by Suzie Martel.

(Seal)  
(Notary Public)

Diane M. Cardwell-Beland  
Name: **Diane M. Cardwell-Beland**  
Title: Notary Public/Justice of the Peace

Commission Expires: September 17, 2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2015

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> <b>E &amp; S Insurance Services LLC</b> 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C, No, Ext):</b> (603)293-2791 <b>FAX (A/C, No):</b> (603)293-7188 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Great American Ins Group</td> <td></td> </tr> <tr> <td>INSURER B: FirstComp</td> <td>27626</td> </tr> <tr> <td>INSURER C:</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Ins Group		INSURER B: FirstComp	27626	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> <b>H.E.A.R.T.S. Peer Support Center of Greater Nashua</b> P O Box 1564 Nashua NH 03061														

**COVERAGES** **CERTIFICATE NUMBER: 2015** **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PAC098773200	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included \$
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		CAP 098773300	7/15/2015	7/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
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 <input checked="" type="checkbox"/> N N/A	WC0112725-05	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

NH DHHS  
 Bureau of Behavioral Health  
 105 Pleasant Street  
 Concord, NH 03301-6504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

F Kenneally/FAIRLE

*Fairley Kenneally*

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**H.E.A.R.T.S.**  
**Peer Support Center of Greater Nashua Region VI**

**Mission Statement**

Our mission, as peers, is to support one another as people who are challenged by the daily effects of living with, coping with, and recovering from mental health issues. Everyone will be encouraged to develop relationships that will enable and empower each other to learn, to grow, and to understand each other's world view. In addition, our aim is to develop greater awareness of personal and relational patterns and to support and challenge each other through peer support, self-advocacy, empowerment, and education. Our ultimate goal is to achieve recovery and ongoing wellness.

**H.E.A.R.T.S. PEER SUPPORT CENTER  
OF GREATER NASHUA**

Financial Statements

For the Year Ended June 30, 2014

(With Independent Auditors' Report Thereon)

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
H.E.A.R.T.S. Peer Support Center of Greater Nashua

**Additional Offices:**

Nashua, NH  
Andover, MA  
Greenfield, MA  
Ellsworth, ME

### **Report on the Financial Statements**

We have audited the accompanying financial statements of H.E.A.R.T.S. Peer Support Center of Greater Nashua, which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies

used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of H.E.A.R.T.S. Peer Support Center of Greater Nashua as of June 30, 2014, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated April 20, 2015 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering H.E.A.R.T.S. Peer Support Center of Greater Nashua's internal control over financial reporting and compliance.

*Melanson Heath*

April 20, 2015

H.E.A.R.T.S. Peer Support Center of Greater Nashua

Statement of Financial Position

June 30, 2014

<u>ASSETS</u>	<u>Unrestricted</u>			<u>Temporarily Restricted</u>	<u>Total</u>
	<u>Unrestricted</u>	<u>Board Designated</u>	<u>Total</u>		
Current Assets:					
Cash and cash equivalents	\$ 38,455	\$ 1,491	\$ 39,946	\$ 691	\$ 40,637
Total Current Assets	<u>38,455</u>	<u>1,491</u>	<u>39,946</u>	<u>691</u>	<u>40,637</u>
Property and Equipment, net	3,750	-	3,750	-	3,750
Security deposit	<u>5,000</u>	<u>-</u>	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Total Assets	<u>\$ 47,205</u>	<u>\$ 1,491</u>	<u>\$ 48,696</u>	<u>\$ 691</u>	<u>\$ 49,387</u>
 <u>LIABILITIES AND NET ASSETS</u>					
Current Liabilities:					
Accounts payable	\$ 2,165	\$ -	\$ 2,165	\$ -	\$ 2,165
Accrued expenses	671	-	671	-	671
Refundable advance - BBH	36,430	-	36,430	-	36,430
Other liabilities	<u>120</u>	<u>-</u>	<u>120</u>	<u>-</u>	<u>120</u>
Total Current Liabilities	<u>39,386</u>	<u>-</u>	<u>39,386</u>	<u>-</u>	<u>39,386</u>
Net Assets	<u>7,819</u>	<u>1,491</u>	<u>9,310</u>	<u>691</u>	<u>10,001</u>
Total Liabilities and Net Assets	<u>\$ 47,205</u>	<u>\$ 1,491</u>	<u>\$ 48,696</u>	<u>\$ 691</u>	<u>\$ 49,387</u>

The accompanying notes are an integral part of these financial statements.



H.E.A.R.T.S. Peer Support Center of Greater Nashua

Statement of Activities

For the Year Ended June 30, 2014

	Unrestricted				Temporarily Restricted	Total
	BBH	Non-BBH	Board Designated	Total		
<b>Support and Revenue:</b>						
Federal grants	\$ 131,801	\$ -	\$ -	\$ 131,801	\$ -	\$ 131,801
Bureau of Behavioral Health	95,957	-	-	95,957	-	95,957
Other	-	3,689	2,327	6,016	-	6,016
Interest income	-	15	-	15	-	15
Net assets released from restriction	-	899	(836)	63	(63)	-
<b>Total Support and Revenue</b>	<b>227,758</b>	<b>4,603</b>	<b>1,491</b>	<b>233,852</b>	<b>(63)</b>	<b>233,789</b>
<b>Expenses:</b>						
Program services	186,169	-	-	186,169	-	186,169
General and administrative	41,588	4,603	-	46,191	-	46,191
<b>Total Expenses</b>	<b>227,757</b>	<b>4,603</b>	<b>-</b>	<b>232,360</b>	<b>-</b>	<b>232,360</b>
Change in Net Assets Before Depreciation	1	-	1,491	1,492	(63)	1,429
Depreciation (see note 4)	3,000	151	-	3,151	-	3,151
<b>Change in Net Assets</b>	<b>(2,999)</b>	<b>(151)</b>	<b>1,491</b>	<b>(1,659)</b>	<b>(63)</b>	<b>(1,722)</b>
Net Assets (deficit), Beginning of Year, as restated	46,609	(35,640)	-	10,969	754	11,723
<b>Net Assets (deficit), End of Year</b>	<b>\$ 43,610</b>	<b>\$ (35,791)</b>	<b>\$ 1,491</b>	<b>\$ 9,310</b>	<b>\$ 691</b>	<b>\$ 10,001</b>

The accompanying notes are an integral part of these financial statements.

H.E.A.R.T.S. Peer Support Center of Greater Nashua

Statement of Functional Expenses

For the Year Ended June 30, 2014

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Accounting fees	\$ -	\$ 10,075	\$ 10,075
Advertising and promotion	126	382	508
Building and household supplies	966	3	969
Client food	1,083	-	1,083
Client travel and transportation	11,857	-	11,857
Employee benefits	11,505	10,007	21,512
Insurance	7,918	-	7,918
Office supplies and equipment	9,404	1,407	10,811
Other expenses	901	20	921
Payroll taxes	7,955	1,471	9,426
Postage and shipping	14	255	269
Rent	32,614	2,836	35,450
Salaries and wages	96,775	17,905	114,680
Staff development	2,386	-	2,386
Staff travel and transportation	625	1,248	1,873
Telephone	<u>2,040</u>	<u>582</u>	<u>2,622</u>
 Total expenses before depreciation	 186,169	 46,191	 232,360
 Depreciation (see note 4)	 <u>3,000</u>	 <u>151</u>	 <u>3,151</u>
 Total Expenses	 <u>\$ 189,169</u>	 <u>\$ 46,342</u>	 <u>\$ 235,511</u>

The accompanying notes are an integral part of these financial statements.

H.E.A.R.T.S. Peer Support Center of Greater Nashua

Statement of Cash Flows

For the Year Ended June 30, 2014

<u>Cash Flows From Operating Activities:</u>	
Change in net assets	\$ (1,722)
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	3,151
(Increase) Decrease In:	
Accounts receivable	1,726
Security deposit	(5,000)
Increase (Decrease) In:	
Accounts payable	(4)
Accrued expenses	67
Refundable advance - BBH	12,082
Other liabilities	<u>80</u>
Net Cash Provided By Operating Activities and Net Increase in Cash and Cash Equivalents	<u>10,380</u>
Cash and Cash Equivalents, Beginning of Year	<u>30,257</u>
Cash and Cash Equivalents, End of Year	<u>\$ 40,637</u>

The accompanying notes are an integral part of these financial statements.

## H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA

### Notes to the Financial Statements

#### 1. **Organization**

H.E.A.R.T.S. Peer Support Center of Greater Nashua (the Organization), is a New Hampshire nonprofit corporation providing support to people who are challenged by the daily effects of living with, coping with, and recovering from mental health issues.

#### 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.

#### 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.

#### 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

H.E.A.R.T.S. Peer Support Center of Greater Nashua 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 filing.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2014, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

### **3. Concentration of Credit Risk - Cash and Cash Equivalents**

The carrying amount of the Organization's deposits with financial institutions was \$40,637 at June 30, 2014. 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, 2014. The bank balance is categorized as follows:

Insured by NCUA	\$ <u>42,834</u>
Total Bank Balance	\$ <u><u>42,834</u></u>

### **4. Property, Equipment and Depreciation**

A summary of the major components of property and equipment is presented below:

Furniture, fixtures and equipment	\$ 1,884
Vehicles	<u>15,000</u>
Subtotal	16,884
Less: accumulated depreciation	<u>(13,134)</u>
Total	\$ <u><u>3,750</u></u>

Depreciation expense for the year ended June 30, 2014 totaled \$3,151.

**5. Refundable Advance - BBH**

The Organization receives funds from BBH based on budgeted expenses. The excess of these funds over actual reimbursable expenses incurred is recorded as a refundable advance to BBH. Capital assets purchased with BBH funds are considered an expense in the year they are purchased for the purposes of this calculation and, as a result, the depreciation on these items in subsequent years is not eligible for reimbursement and, subsequently, excluded from this calculation.

**6. Board Designated Net Assets**

Board designated net assets are comprised of revenues generated from member activities and rental income from other support groups.

**7. Temporarily Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at June 30, 2014:

Copier paper	\$ <u>691</u>
Total	\$ <u><u>691</u></u>

**8. Net Assets Released from Restriction**

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose.

**9. Operating Leases**

The Organization leases office space under the terms of a non-cancellable lease agreement that is scheduled to expire on June 30, 2016. Rent expense under this agreement was approximately \$36,000 for the year ended June 30, 2014.

Estimated future minimum lease payments on the above lease are as follows:

<u>Year</u>	<u>Amount</u>
2015	\$ 60,000
2016	<u>60,000</u>
	\$ <u><u>120,000</u></u>

## 10. **Concentration of Risk**

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2014, BBH grants accounted for 98% of total revenues.

## 11. **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 carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.



**12. Beginning Net Assets Restatement**

In fiscal year 2014, the State of New Hampshire approved additional costs incurred in prior years to be applied against BBH funds received in prior years as follows:

Fiscal year 2011	\$ 6,200
Fiscal year 2012	14,483
Fiscal year 2013	<u>19,176</u>
	<u>\$ 39,859</u>

As a result of the above, beginning net assets were increased and the liability to the State was decreased by \$39,859. Further, BBH has stated that the additional costs noted above would have been allowable expenses and reimbursed at the time of occurrence if a formal request had been made.

**13. Subsequent Events**

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2014 through April 20, 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.

H.E.A.R.T.S. Peer Support Center of Greater Nashua

Schedule of Expenses

For the Year Ended June 30, 2014

	Program Services		General and Administrative		Total Expenses
	BBH	Non-BBH	BBH	Non-BBH	
Expenses:					
Accounting fees	\$ -	\$ -	\$ 10,075	\$ -	\$ 10,075
Advertising and promotion	126	-	382	-	508
Building and household supplies	966	-	3	-	969
Client food	1,083	-	-	-	1,083
Client travel and transportation	11,857	-	-	-	11,857
Employee benefits	11,505	-	5,404	4,603	21,512
Insurance	7,918	-	-	-	7,918
Office supplies and equipment	9,404	-	1,407	-	10,811
Other expenses	901	-	20	-	921
Payroll taxes	7,955	-	1,471	-	9,426
Postage and shipping	14	-	255	-	269
Rent	32,614	-	2,836	-	35,450
Salaries and wages	96,775	-	17,905	-	114,680
Staff development	2,386	-	-	-	2,386
Staff travel and transportation	625	-	1,248	-	1,873
Telephone	2,040	-	582	-	2,622
Total expenses before depreciation	186,169	-	41,588	4,603	232,360
Depreciation (see note 4)	3,000	-	-	151	3,151
Total Expenses	\$ 189,169	\$ -	\$ 41,588	\$ 4,754	\$ 235,511

See Independent Auditors' Report.

 **H.E.A.R.T.S.**  
**BOARD OF DIRECTORS**  
January 1, 2015

**PRESIDENT**  
Patricia A. Worsley

Christine Graham

**EXECUTIVE DIRECTOR**  
Ken Lewis

**VICE PRESIDENT**  
Stacie Laughton

Ruth Morgan

**ASST. EXECUTIVE DIRECTOR**  
Tom Doucette

**SECRETARY**  
Suzie Martel

Scott Wellman

**TREASURER**  
Claire Peddle

# Ken Lewis

## OBJECTIVE

Secure a position working with people challenged by disabilities, using my knowledge, supervisory skills and past experiences with individuals who are mentally challenged, chemically dependent, homeless, and/or hearing impaired.

## EXPERIENCE

### **2010-2013**      **Executive Director** of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI

Moved and opened a 900 sq. ft. Peer Support Center at 3 Pine St. Ext. Unit B with an Asst. Director, Members, and Participants on July 1 2010. Overseen daily operations of this Peer Support Center, which is open 8:00 am to 4:00 pm Monday thru Friday. Provided peer support, literature, and training to one paid/peer staff, volunteers, and all its members. Facilitated groups, attended training, complete and maintain certifications, attend required meeting, imputed and submitted all statistical reports and documents. I continued to develop the H.E.A.R.T.S. program and a Board of Directors, reporting to the BOD, as well as registering and submitted all required paperwork. On July 1, 2011 moved and opened a larger center of 1,540 sq. at 5 Pine St. Ext. Unit 2K due to increased membership size. Continue to develop programming, promoting in all regional areas and community providers working with the members communities and the BOD to insure and improve the communication of a Consumer run organization. Working hard on collaboration with local mental health center and Lamprey Health Clinic on a Healthy Connections and Whole Health and Wellness Program and continuing to support, and grow these groups to be more of a peer supportive model. Oversee increased Staff of 1 full time Assistant and 6 part-time staff hired from within membership to support a continue population growth to date. I am aggressively making great strides developing community collaborations and connections with community provider within its Continuum of Care, community stakeholders, our two local hospitals, Access Team, the Act Team, and local clinics to ensure peer support and H.E.A.R.T.S. PSC is represented and is part of the community consumer supports. I am on the local mental health community advisory committee. I am on a regional public health committee to improve better access for all. I am a new member of the NH State Behavioral Health Advisory Council. I am also the Treasurer of Consumer Council. With the B.O.D. and Asst. Director's support, H.E.A.R.T.S. is opening a new Peer Support Crisis Respite Center attached to a newly located facility with seven + more employees trained in crisis / trauma.

### **2009-2010**      **Executive Director** of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI /HHI

Overseen daily operations of this Peer Support Center, which is open 8:00 am to 4:00 pm Monday thru Friday. Provided peer support, literature, and training to one paid/peer staff, volunteers, and all its members. Facilitated groups, attended training, complete and maintain certifications, attend required meeting, imputed and submitted all statistical reports and documents. Continued to develop the H.E.A.R.T.S. program and a Board of Directors, reporting to the BOD, as well as registering and submitted all required paperwork to allow H.E.A.R.T.S. PSA to become a totally peer run Independent 501(C)3 corporation by end of Fiscal year FY10 June 30, 2010.

### **2007-2009**      **Program Manager** of Connections at Harbor Homes (HHI) 45 High St. Nashua, NH 03060

Became the program manager and was responsible for the day-to-day supervision and operation of the peer support / information resource program for HHI. Knowledge of available services and proved proficient in referring mentally challenged and homeless individuals to the proper agencies. Supervised mentally challenged individuals satisfactory and maintained proper boundaries. Duties include but not limited to; supervising staff, volunteers, and members daily, tracking data necessary for grant outcomes and information where tracking would be needed; assurance of facility operating in a safe manner; help create and organize new program emphasizing peer support; organizing and facilitating groups using IPS and WRAP training methods. Responsible for evolving the peer support program to becoming its own independent 501©3 PSA Center, and developing an Interim Board of Directors reporting directly to the BOD.

### **2005-2007**      **Program Coordinator** of Connections at Harbor Homes (HHI) 45 High St. Nashua, NH 03060

Assisted the program manager in the day-to-day supervision and operation of the peer support / information resource program for HHI. Knowledge of available services and proved proficient in referring mentally challenged and homeless individuals to the proper agencies. Supervised mentally challenged individuals satisfactory and maintained proper boundaries. Duties include but not limited to; supervising staff, volunteers, and members daily, tracking data necessary for grant outcomes and information where tracking would be needed; assurance of facility operating in a safe manner; help create and organize new program emphasizing peer support; Organizing and facilitating groups using IPS and WRAP training methods.

**2003-2005**      Machine Operator/NC Operator at Sanmina-Sci Corp. in Wilmington, MA

**2002-2003**      Assistance Manager at Spring Glow Services in Oroville, CA

**1998-2002**      Craftsman-Pipe Fitter/Boilermaker at NEPCO Corp. in Sacramento, CA

**1989-1998**      Engineering Technician at HADCO Corp. in Hudson, NH

**1986-1989**      Incoming Inspection QA/QC at Digital Corp. in Nashua, NH

**1984-1986**      Electronic Technician at Wang Corp. in Haverhill, MA

**1983-1984**      Electronic Technician at Lockheed/Sanders in Nashua, NH

## EDUCATION

**2004 – 2007**      New Hampshire Community Technical College, Nashua, NH  
Certificate in American Sign Language I, II, III, IV; Deaf Culture I, II

**1974-1978**      Sunnyvale High School, Sunnyvale, CA      Graduated 1978

## TRAININGS

Certified in IPS Facilitators Training and continuing a two year Recertification as well as quarterly Co-Supervision trainings each year

Certified in WRAP Facilitators Training and continuing a two year Recertification

Certified in WHAM Facilitators Training and continuing a two year Recertification

Substance Abuse State of New Hampshire Training

Certified in Recovery Coach for Alcohol and Drugs

Planting the Seeds for Health and Wholeness Training

Smoking Cessation Program

Certified in SOAR Program

Certified in First-Aid and CPR

Certification in American Sign Language

Safe Food Handling Class from NHFB

Administrative Training

Members Rights and Responsibilities / Sexual Harassment

## KEY ADMINISTRATIVE PERSONNEL - FY2016

### H.E.A.R.T.S.

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Ken Lewis	1.00	\$ 42,016.00	\$ 41,908.77	100%
Assistant Director	Thomas Doucette	1.00	\$ 31,886.00		


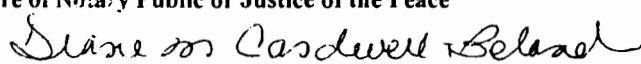
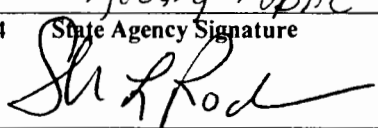
Subject: Peer Support Services

**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 Bureau of Behavioral Health		<b>1.2 State Agency Address</b> 105 Pleasant Street, Main Bldg. Concord, NH 03301	
<b>1.3 Contractor Name</b> HEARTS Peer Support Center of Greater Nashua Region 6		<b>1.4 Contractor Address</b> 5 Pine Street Extension, Unit 2K PO Box 1564 Nashua, NH 03060	
<b>1.5 Contractor Phone Number</b> 603-882-8400	<b>1.6 Account Number</b> 05-95-92-920010-7011-102 05-95-92-920010-7143-102	<b>1.7 Completion Date</b> 06-30-2015	<b>1.8 Price Limitation</b> \$386,264.
<b>1.9 Contracting Officer for State Agency</b> Sheri L. Rockburn, Director, DHHS, DCBCSr		<b>1.10 State Agency Telephone Number</b> 603-271-5000	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Pat Worsley, President of the Board	
<b>1.13 Acknowledgement: State of <u>New Hampshire</u>, County of <u>Hillsborough</u></b> On <u>5/8/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<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> <i>Diane M Cardwell Beland</i> <i>Notary Public my commission expires September 17, 2016</i>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Sheri L. Rockburn, Director, DHHS, DCBCS	
<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: <i>M.K. Beams</i> On: <i>6/4/14</i>			
<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.

Handwritten signature and date: 5/18/14

**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.**

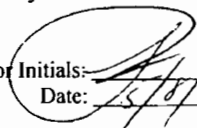
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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: 5/10/14



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.

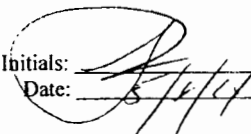
**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**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.

A handwritten signature in black ink is written over a circular stamp. Below the signature, the date "5/16/17" is written in black ink.

**EXHIBIT A**  
**SCOPE OF WORK**  
**FY 2015**

**I. PEER SUPPORT SERVICES**

**1. Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

**2. Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

**3. State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

**4. Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

**5. Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

**6. Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

**7. Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

**8. Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

**8.1.** Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

**8.2.** Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

**8.3.** The Contractor shall obtain and provide the following training for staff on an annual basis:

**8.3.1.** Peer Support;

**8.3.2.** Warmline;

**8.3.3.** Facilitating Peer Support Groups;

**8.3.4.** Sexual Harassment; and

**8.3.5.** Member Rights.

**8.4.** The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

**8.4.1.** On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

**8.4.2.** Administrative staff, including the Director, shall participate in trainings on:

**8.4.2.1.** Staff Development;

**8.4.2.2.** Supervision;

**8.4.2.3.** Performance Appraisals;

**8.4.2.4.** Employment Practices

**8.4.2.5.** Harassment;

**8.4.2.6.** Program Development;

**8.4.2.7.** Complaints and the Complaint Process; and

**8.4.2.8.**

Financial

Management

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- 8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.
- 8.6. Documentation of participation in training shall be maintained in the individual personnel files.
- 8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. **Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. **Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. **Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. **Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. **Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. **Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

- 13.1.1. Peer Support;
- 13.1.2. Outreach;
- 13.1.3. Individual Peer Assistance;
- 13.1.4. Telephone Support during business hours;
- 13.1.5. A monthly Newsletter;
- 13.1.6. Wellness Training;
- 13.1.7. Community Education; and
- 13.1.8. Monthly Educational Events to members.

13.2. **Consumer** means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. **Guest** means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. **Member** means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. **Participant** means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.

13.6. **Peer Support** means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. **Telephone Support** means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. **Warmline** shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. **Wellness Training** is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

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13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

14.1. BBH Requirements for Board of Directors: The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, and BBH immediately.

14.3. Board of Director Job Descriptions: The Board of Director Members and Officers shall have written descriptions outlining their duties.

14.4. Board of Director Orientation: The Board of Directors shall have a documented Orientation Process and Manual.

14.5. Board of Director Trainings: The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;

14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;

14.6.3. Internal Control Procedures; and

14.6.4. Expense Reimbursement and Advance Policy.

14.7. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

14.8. Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH.

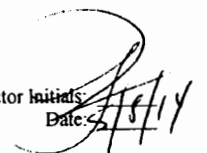
14.9. Board of Director List: The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

14.10. Annual Board Elections: The process and results of annual board elections shall be documented and kept on file at the agency.

14.11. Change in Board of Director Membership: BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH.

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

Contractor Initials  
Date: 5/11/14



16. **Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. **Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.

18. **Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

19. **Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

20. **Changes to Budget Personnel Form B:** The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

21. **DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

22. **Increase the Unduplicated Numbers Served:** In FY 2015 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2014. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2015 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2015 may jeopardize future funding increases.

23. **Purging of Member Lists:** Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

24. **Memorandum of Understanding:** Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2015.

## **II. PEER OPERATED CRISIS RESPITE PROGRAM**

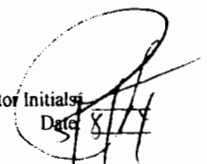
1. **Crisis Respite Program Description:** The Contractor may provide a peer operated crisis respite program. The program shall provide early intervention for individuals (18) years of age and older who have a mental illness and are experiencing a crisis in the community. The program shall provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization. These interventions are done using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.

2. **Crisis Respite Program Goals and Objectives:** The peer operated crisis respite program shall incorporate the following goals and objectives:

- 2.1. **Purpose:** Provide crisis respite services that are designed to provide a safe community-based environment and reduce the need for hospitalization.
- 2.2. **CMHC Referrals:** Develop a referral process to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
- 2.3. **Other Peer Support Services:** Offer other peer support agency services and supports during the course of stay at the crisis respite program.
- 2.4. **Transportation:** Provide of transportation to and from the crisis respite program to other community-based appointments

Contractor Initials:  
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- 2.5. **Assessment:** Administer an functional assessment at the time of entry and exit from the program.
- 2.6. **Wellness and Recovery:** Provide individualized supports with a focus on wellness and recovery. This may include Wellness Recovery Action Plan (WRAP), if applicable.
- 2.7. **Return to the Community:** Support the individual in returning to participation in community activities, services and supports.
- 2.8. **Health Needs:** Ensure the individual's health needs are addressed during the course of their stay in the crisis respite program.
- 2.9. **Other Community Services:** Ensure communication with other service providers involved in the individual's care, with their written consent.
3. **Staffing:** The peer operated crisis respite program shall be staffed with trained personnel (24) twenty-four hours per day only when participants are in the program.
4. **Training:** The Contractor shall provide staff training in Intentional Peer Support (IPS); Wellness, Recovery, Action Plan (WRAP) and Crisis Intervention. All trainings shall be documented on the *Approved Staff Training Quarterly Report Form* and submitted with the *Quarterly Statistical Reports*.
5. **Personnel Files:** Personnel files must be current and include documentation of current trainings and certifications.
6. **Quarterly Statistical Report Form:** All services shall be reported on the *Quarterly Statistical Report Form* and submitted to BBH.
7. **Functional Assessment Reporting:** The Contractor shall implement an objective functional assessment, pre and post stay, to measure the efficacy of program. This information shall be reported to BBH every (6) six months.
8. **Commencement Date of Agreement:** The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

A handwritten signature in black ink is written over the 'Contractor Initials' and 'Date' labels. The signature is stylized and appears to be 'S. H. H.'. Below the signature, the date '8/14' is handwritten.

**MEMORANDUM OF UNDERSTANDING**  
**FY 2015**

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and **HEARTS Peer Support Center of Greater Nashua Region VI**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2015. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

**I. PERFORMANCE DOMAINS**

**A. FISCAL DOMAIN**

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

**1. Current Ratio**

*Definition:* A measure of the Contractor's total current assets available to cover the cost of current liabilities.

*Formula:* Total current assets divided by total current liabilities.

*Performance Standard:* The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

**2. Accounts Payable**

*Definition:* The Contractors timeliness in paying invoices.

*Performance Standard:* The Contractor shall not have outstanding invoices greater than sixty (60) days.

**3. Budget Management**

*Definition:* Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

*Formula:* (*Revenues*) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (*Expenses*) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

*Performance Standard:* Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

Contractor Initials \_\_\_\_\_  
Date: 5/1/14

**B. COMPLIANCE DOMAIN**

**1. Consumer Control**

**Rationale:** Peer Support Agencies are consumer run and controlled.

**Definition:** Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

**Source of Data:** BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

**2. Board Of Directors Development**

**Rational:** Members of the Board of Directors understand their roles and responsibilities.

**Definition:** There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.


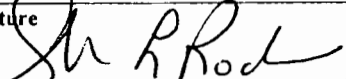
**Source of Data:** BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

**II. REMEDIATION PROCESS**

**A. REMEDATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

HEARTS FY15 MOU EXHIBIT A PSA

<b>Agency:</b> <b>HEARTS Peer Support Center of Greater Nashua</b> <b>Region VI</b>	<i>DHHS/Div. of Community Based Care Services</i> <i>The Bureau of Behavioral Health</i>
<b>Name/Title:</b> <i>Pat Worsley / President of the Board</i>	<b>Name/Title:</b> <b>Sheri L. Rockburn, Director</b>
<b>Signature</b> 	<b>Signature</b> 
<b>Date</b> <b>5/8/14</b>	<b>Date</b> <b>5/23/14</b>

Contractor Initials:   
 Date: **5/23/14**



**PEER SUPPORT SERVICES**

**FY2015 Contract 4**  
**Fiscal Year / Quarter**  
**Ken Lewis**  
**Prepared By:**

**HEARTS PSC Region VI**

*Organization*

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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**I. MEMBERSHIP**

A1) Members 59 and under	500	35	35	35	605
A2) Members 60 and over	25	2	2	2	31
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	525	37	37	37	636

B1) New Members 59 and under (unduplicated within category at end of reporting period)	40	30	30	30	130
B2) New Members 60 and over (unduplicated within category at end of reporting period)	4	2	2	2	10

**II. PSA MEMBERS AND PARTICIPANTS SERVED**

A1) Unduplicated Members/Participants 59 and under (served in all programs)	240	35	35	35	345
A2) Unduplicated Members/Participants 60 and over (served in all programs)	12	2	2	2	18
A3) Unduplicated Members/Participants Served in All Programs	252	37	37	37	363

**III. PSA GUESTS SERVED**

A1) Number of Guests (unduplicated)	15	10	10	10	45
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**IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

A) Visitors (unduplicated members and participants only)	225	70	30	30	355
B) Total Visit Days (members and participants only)	1500	1000	1000	1000	4500
C) Average Daily Visits (# of visit days/number of days open in reporting period)	23	17	17	15	
D) Number of Daytime Hours Each Week	44	44	44	44	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	44	44	44	44	
G) Number of Days the Program was Open in the Quarter	66	59	60	66	251
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	12	12	12	12	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	6	6	6	6	

**V. OUTREACH FACE TO FACE**

A) Total Number of Face to Face Contacts	2	2	2	2	8
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**VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH**

A) Total Peer Support Telephone Calls Made	15	15	15	15	60
B) Total Peer Support Telephone Calls Received	0	0	0	0	0

**VII. WARMLINE**

A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

**PEER SUPPORT SERVICES**

**FY2015 Contract 4**  
**Fiscal Year / Quarter**  
**Ken Lewis**  
**Prepared By:**

**HEARTS PSC Region VI**

*Organization*

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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**VIII. VOCATIONAL**

A) Members/Participants Who Receive Vocational Services (unduplicated)

7	7	7	7	28
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B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

15	15	15	15	60
----	----	----	----	----

**IX. CRISIS RESPITE UTILIZATION**

A) Total Number of Days Person(s) Occupied a Bed(s)

40	50	60	70	220
----	----	----	----	-----

B) Number of Persons Served (unduplicated)

10	15	20	25	70
----	----	----	----	----

C) Total Number of Admissions

15	20	25	30	90
----	----	----	----	----

**X. TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
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b2) Other Hospital

0	0	0	0	0
---	---	---	---	---

b3) Other

0	0	0	0	0
---	---	---	---	---

B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
---	---	---	---	---

**XI. MONTHLY EVENTS**

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	
Y	Y	Y	

B) Monthly Newsletters Y/N

**XII. TRAINING**

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	6	6	8	20
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0
---	---	---	---	---

**XIII. AGENCY-OWNED TRANSPORTATION**

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

600	650	700	650	2600
-----	-----	-----	-----	------

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

275	300	325	300	1200
-----	-----	-----	-----	------

**EXHIBIT B**  
**METHODS OF PAYMENT**  
**FY 2015**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.
2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$ 6,434
Capital Expenditures	2,500
Crisis Respite	130,000
Retirement	2,110
<b>Total</b>	<b>\$141,044</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.
4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.
5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.
6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.
8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
  - 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

Contractor Initials:  
Date:

  
5/1/14

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$172,083

Federal Funds: \$214,181

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services

Program Title: Block Grants for Community Mental Health Services

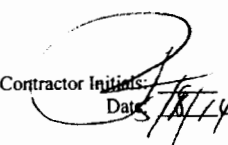
Amount: \$214,181

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102

05-95-92-920010-7143-102

FY15 Exhibit B PSA HEARTS

Contractor Initials:   
Date: 7/14/14

# Budget Form

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

HEARTS Peer Support Center of Greater  
Bidder/Program Name: Nashua Region VI

Budget Request for: Peer Support and Crisis Respite Services  
(Name of RFP)

Budget Period: 07-01-14 - 06-30-15

	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 171,083.00	\$ 42,771.00	\$ 213,854.00	processing, and communication
2. Employee Benefits	\$ 47,838.00	\$ 318.00	\$ 48,156.00	processing, and communication
3. Consultants (Payroll Taxes)	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 60,814.00	\$ 69.00	\$ 60,883.00	processing, and communication
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical (Clinical Services from GNMHC)	\$ 750.00	\$ -	\$ 750.00	
Office	\$ 2,205.00	\$ 245.00	\$ 2,450.00	processing, and communication
6. Travel	\$ 12,800.00	\$ 700.00	\$ 13,500.00	processing, and communication
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 4,400.00	\$ -	\$ 4,400.00	
Postage	\$ 663.00	\$ 50.00	\$ 713.00	processing, and communication
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 5,900.00	\$ -	\$ 5,900.00	
Insurance	\$ 7,900.00	\$ 200.00	\$ 8,100.00	processing and communication
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications (Advt. & Printing)	\$ 4,500.00	\$ 500.00	\$ 5,000.00	processing, and communication
11. Staff Education and Training	\$ 5,791.00	\$ 643.00	\$ 6,434.00	processing and communication
12. Subcontracts/Agreements (Accounting)	\$ 7,316.00	\$ -	\$ 7,316.00	
13. Other (Building Supplies):	\$ 1,900.00	\$ 200.00	\$ 2,100.00	processing, and communication
14. Other (Food Supplies)	\$ 2,948.00	\$ 327.00	\$ 3,275.00	processing, and communication
15. Other (Other Expenitures)	\$ 900.00	\$ 33.00	\$ 933.00	processing, and communication
16. Other (Capital Expenditures)	\$ 2,000.00	\$ 500.00	\$ 2,500.00	processing, and communication
<b>TOTAL</b>	<b>\$ 339,708.00</b>	<b>\$ 46,556.00</b>	<b>\$ 386,264.00</b>	

Indirect As A Percent of Direct

13.7%

Region: Region 6

Agency: H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6

FISCAL PERIOD: FY2015 Contract Ammended on 5 / 5 / 14

	Total Agency	Total Administration	Peer Support Program 111a	Crisis Respite 111e	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>					
401 Net client fees	0	0	0	0	0
402 HMO's	0	0	0	0	0
403 BC/BS	0	0	0	0	0
404 Medicaid	0	0	0	0	0
405 Medicare	0	0	0	0	0
406 Other insurance	0	0	0	0	0
411 Other program fees	0	0	0	0	0
Subtotal	0	0	0	0	0
<b>420 PROG. SALES</b>					
421 Production	0	0	0	0	0
422 Service	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>					
431 United Way	0	0	0	0	0
432 Local/County Government	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0
435 Other public support	0	0	0	0	0
436 DVR	0	0	0	0	0
437 Div. Aic/Drug Abuse Prev & Recovery	0	0	0	0	0
438 DCYF	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>					
441 Block Grants	214,181	0	64,181	150,000	0
442 Community Support Prog	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0
444 HUD	0	0	0	0	0
445 Other federal grants	0	0	0	0	0
446 PATH	0	0	0	0	0
447 CARE NH	0	0	0	0	0
448 MHSIP	0	0	0	0	0
450 RENTAL INCOME	0	0	0	0	0
460 INTEREST INCOME	0	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0	0
<b>480 BBH</b>					
481 Community Mental Health	172,083	0	172,083	0	0
482 Community Developmental Services	0	0	0	0	0
490 OTHER REVENUES	0	0	0	0	0
491 Other DBH (carry over)	0	0	0	0	0
Subtotal	386,264	0	236,264	150,000	0
500 GM Allocation	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	<b>386,264</b>	<b>0</b>	<b>236,264</b>	<b>150,000</b>	<b>0</b>

Region: Region 6

Agency: H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6

FISCAL PERIOD: FY2015 Contract Ammended on 5 / 5 / 14

	Total Agency	Total Administration	Peer Support Program 111a	Crisis Respite 111e	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>					
601 Salary & Wages	213,853	0	123,373	90,480	0
602 Employee Benefits	31,797	0	16,256	15,541	0
603 Payroll taxes	16,360	0	9,438	6,922	0
Subtotal	262,009	0	149,067	112,943	0
610 Client Wages	0	0	0	0	0
<b>620 PROFESSIONAL FEES</b>					
621 Substitute Staff	0	0	0	0	0
622 Client Evaluations/Services	750	0	0	750	0
624 Accounting	7,316	0	5,496	1,820	0
625 Audit Fees	5,900	0	5,000	900	0
626 Legal Fees	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0
<b>630 STAFF DEV &amp; TRNG.</b>					
631 Journals & Publications	0	0	0	0	0
632 In-Service Training	0	0	0	0	0
633 Conferences & Conventions	6,434	0	5,434	1,000	0
634 Other Staff Development	0	0	0	0	0
<b>640 OCCUPANCY COSTS</b>					
641 Rent	60,883	0	40,883	20,000	0
642 Mortgage Payments	0	0	0	0	0
643 Heating Costs	0	0	0	0	0
644 Other Utilities	0	0	0	0	0
645 Maintenance & Repairs	0	0	0	0	0
646 Taxes	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0
<b>650 CONSUMABLE SUPPLIES</b>					
651 Office	2,450	0	2,000	450	0
652 Building/Household	2,100	0	1,400	700	0
653 Educational/Training	0	0	0	0	0
654 Production & Sales	0	0	0	0	0
655 Food	3,275	0	1,800	1,475	0
656 Medical	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0
660 CAPITAL EXPENDITURES	2,500	0	1,551	949	0
665 DEPRECIATION	0	0	0	0	0
670 EQUIPMENT RENTAL	0	0	0	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0
Subtotal page	353,618	0	212,631	140,987	0

Region: Region 6

Agency: H.E.A.R.T.S. Peer Support Center of Greater Nashua Region 6

FISCAL PERIOD: FY2015 Contract Ammended on 5 / 5 / 14

	Total Agency	Total Administration	Peer Support Program 111a	Crisis Respite 111e	Other Non-BBH 111f
Total Carried Forward	353,618	0	212,631	140,987	0
700 ADVERTISING	2,500	0	1,500	1,000	0
710 PRINTING	2,500	0	1,500	1,000	0
720 TELEPHONE/COMMUNICATIONS	4,400	0	2,200	2,200	0
730 POSTAGE/SHIPPING	713	0	500	213	0
<b>740 TRANSPORTATION</b>					
741 Board Members	0	0	0	0	0
742 Staff	2,000	0	2,000	0	0
743 Clients	11,500	0	9,000	2,500	0
744 Delivery Products	0	0	0	0	0
<b>750 ASSIST.TO INDIVIDUALS</b>					
751 Client Services	0	0	0	0	0
752 Clothing	0	0	0	0	0
<b>760 INSURANCE</b>					
761 Malpractice & Bonding	1,500	0	1,000	500	0
762 Vehicles	2,700	0	2,000	700	0
763 Comprehensive Property & Liability	3,900	0	3,000	900	0
770 MEMBERSHIP DUES	0	0	0	0	0
800 OTHER EXPENDITURES	933	0	933	0	0
801 INTEREST EXPENSE	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0
TOTAL EXPENSES	386,264	0	236,264	150,000	0
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	<b>386,264</b>	<b>0</b>	<b>236,264</b>	<b>150,000</b>	<b>0</b>
<b>SURPLUS/(DEFICIT)</b>					
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	(0)	0
Verification of Balancing s/b 0	(0)				





**EXHIBIT C**  
**SPECIAL PROVISIONS**  
**FY 2015**

**1. Add the following to Paragraph 1.:**

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

**2. Add the following to Paragraph 4.:**

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

**3. Add the following to Paragraph 6.:**

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

**4. Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

**5. Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

Contractor Initials:  
Date:

5/14/14

- 8.1.7. Failure to comply with any covenants or conditions in this Agreement.
- 8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
- 8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

**6. Add the following to Subparagraph 8.2.:**

8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

**7. Add the following to Paragraph 8.:**

8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

**8. Add the following to Paragraph 9.:**

9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

9.5.1. The Income Statement shall be based on the accrual method of accounting.

9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:

9.5.2.1. Mortgage payments shall include both principal and interest;

9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.

9.5.2.3. Capital expenditures shall be included on the Form A.

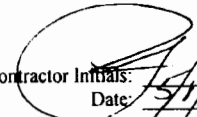
9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

Contractor Initials:   
Date: 5/1/14

9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

**9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**10. Replace Paragraph 12. with the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

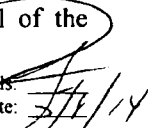
12.2. If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

Contractor Initials:   
Date: 5/21/14

**11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

**12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than \$500,000, replace Paragraph 14.1.1. with the following:**

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate; and

**13. Add the following to Paragraph 14.:**

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

**14. Add the following to Paragraph 20.:**

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

20.3.2. To make cash payments to intended recipients of health services.

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

20.3.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor Initials:   
Date: 2/12/14

**20.5.** In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

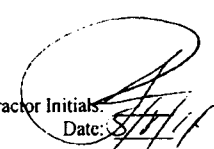
**20.6.7.** Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

**20.6.8.** Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

**20.6.8.1.** Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

**20.6.8.2.** Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

**20.7.** The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials:   
Date: 8/11/11

20.8. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

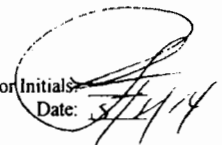
20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

FY15 Exhibit C PSA

Contractor Initials:  
Date:

A handwritten signature in black ink is written over the 'Contractor Initials:' label. Below the signature, the date '8/24/14' is handwritten in black ink over the 'Date:' label.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

- US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
- US DEPARTMENT OF EDUCATION - CONTRACTORS
- US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: \_\_\_\_\_  
Date: 4/20/14



- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

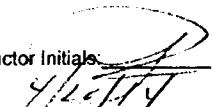
5 Pine Street Extension

Check  if there are workplaces on file that are not identified here.

—HEARTS PSC OF GREATER NASHUA REG VI	From: 7/1/2014 To: 6/30/2015
(Contractor Name)	(Period Covered by this Certification)

Pat worsley; BOD President
(Name & Title of Authorized Contractor Representative)

	4/20/2014
(Contractor Representative Signature)	(Date)

Contractor Initials:   
 Date: 4/20/14

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
\*Temporary Assistance to Needy Families under Title IV-A
\*Child Support Enforcement Program under Title IV-D
\*Socail Services Block Grant Program under Title XX
\*Medicaid Program under Title XIX
\*Community Services Block Grant under Title VI
\*Child Care Development Block Grant under Title IV

Contract Period: 07-01-14 through 06-30-15

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Contractor Representative Signature)

Pat Worsley; BOD President
(Authorized Contractor Representative Name & Title)

HEARTS PSC of Greater Nashua Region VI
(Contractor Name)

4/20/14
(Date)

Contractor Initials
Date: 4/20/14

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: \_\_\_\_\_

Date: 4/22/14

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: \_\_\_\_\_

Date: 4/22/14

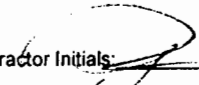
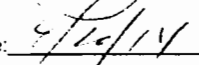
**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

	Pat Worsley; BOD President
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
HEARTS PSC of Greater Nashua Region VI	4/20/14
(Contractor Name)	(Date)

Contractor Initials:   
Date: 

NH Department of Health and Human Services

STANDARD EXHIBIT G

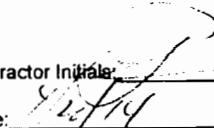
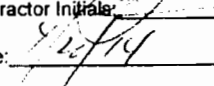
**CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
\_\_\_\_\_  
(Contractor Representative Signature) Pat Worsley; BOD President  
(Authorized Contractor Representative Name & Title)

HEARTS PSC of Greater Nashua Region VI April 20, 2014  
\_\_\_\_\_  
(Contractor Name) (Date)

Contractor Initials:   
Date: 

NH Department of Health and Human Services

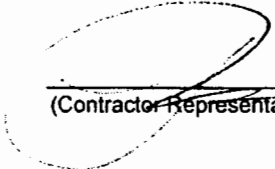
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



(Contractor Representative Signature)

Pat Worsley; BOD President

(Authorized Contractor Representative Name & Title)

HEARTS PSC of Greater Nashua Region VI

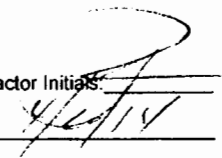
(Contractor Name)

April 20, 2014

(Date)

Contractor Initials:

Date:



NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.



- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**


- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Bureau of Behavioral Health  
The State Agency Name

HEARTS PSC Greater Nashua Reg. VI  
Name of the Contractor

  
Signature of Authorized Representative

  
Signature of Authorized Representative

Sheri L. Rockburn  
Name of Authorized Representative

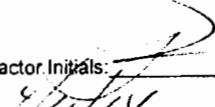
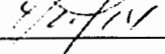
Pat Worsley  
Name of Authorized Representative

Director  
Title of Authorized Representative

BOD President  
Title of Authorized Representative

5/16/14  
Date

4/20/14  
Date

Contractor Initials:   
Date: 



**New Hampshire Department of Health and Human Services  
Peer Support Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Peer Support Services Contract**

This first Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated May 19, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and On The Road to Recovery, Inc. (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 13 Orange Street, Manchester, NH, 03105.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #97) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by one (1) year and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to June 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$904,716.
4. Delete in its entirety, Exhibit A Scope of Work FY 15 and replace with Exhibit A Amendment #1, Scope of Work.
5. Delete in its entirety, Memorandum of Understanding FY 2015.
6. Add Exhibit A-1 Statistics
7. Delete in its entirety, Exhibit B Methods of Payment FY 15 and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
8. Add Exhibit B-2, Budget Form
9. Add Exhibit B-3, Budget Form A – Revenue and Expense Report
10. Add Exhibit B-4, Budget Form C - Capital Expenditure Report



11. Delete in its Entirety Exhibit C Special Provisions FY 2015 and replace with Exhibit C Amendment #1 Special Provisions.
12. Add Exhibit C-1, Revisions to General Provisions.
13. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, by extending the end date to June 30, 2016.
14. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to June 30, 2016.
15. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



**New Hampshire Department of Health and Human Services  
Peer Support 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,

State of New Hampshire  
Department of Health and Human Services

5/28/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

On The Road to Recovery, Inc.

5/20/15  
Date

Vincent D. McHugh  
Chairman of the Board  
NAME VINCENT D. MCHUGH  
TITLE CHAIRMAN OF THE BOARD

Acknowledgement:

State of NH, County of HILLSBOROUGH on MAY 20, 2015, before the undersigned officer, personally appeared the person identified above, who acknowledged himself/herself to be the BOARD CHAIR, 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

Ricky K. Kernozicky - Stats, OTRTR  
Name and Title of Notary or Justice of the Peace

**RICKY K. KERNOZICKY**  
Notary Public - New Hampshire  
My Commission Expires October 6, 2015





**New Hampshire Department of Health and Human Services  
Peer Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/3/15

[Signature]  
Name: \_\_\_\_\_  
Title: Legal Counsel

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A Amendment #1

**Scope of Services**

**I. PEER SUPPORT SERVICES**

1. **Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages, Exhibit A-1 Statistics. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. **Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. **State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. **Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. **Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. **Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. **Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. **Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

8.3.1. Peer Support;

8.3.2. Warmline;

8.3.3. Facilitating Peer Support Groups;

8.3.4. Sexual Harassment; and

8.3.5. Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.



Exhibit A Amendment #1

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

- 8.4.2.1. Staff Development;
- 8.4.2.2. Supervision;
- 8.4.2.3. Performance Appraisals;
- 8.4.2.4. Employment Practices
- 8.4.2.5. Harassment;
- 8.4.2.6. Program Development;
- 8.4.2.7. Complaints and the Complaint Process; and
- 8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. **Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. **Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. **Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. **Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. **Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. **Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

- 13.1.1. Peer Support;
- 13.1.2. Outreach;
- 13.1.3. Individual Peer Assistance;
- 13.1.4. Telephone Support during business hours;
- 13.1.5. A monthly Newsletter;



Exhibit A Amendment #1

- 13.1.6. Wellness Training;
- 13.1.7. Community Education; and
- 13.1.8. Monthly Educational Events to members.

13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.

13.6. Peer Support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

13.16. State Fiscal Year means the period from July 1 through June 30.

13.17 Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:



Exhibit A Amendment #1

**14.1. BBH Requirements for Board of Directors:** The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

**14.2. NH Division of Charitable Trusts Requirements for Board of Directors:** If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.

**14.3 Board of Director Job Descriptions:** The Board of Director Members and Officers shall have written descriptions outlining their duties.

**14.4. Board of Director Orientation:** The Board of Directors shall have a documented Orientation Process and Manual.

**14.5 Board of Director Trainings:** The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

**14.6. Board of Director Fiduciary Responsibilities:** The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:

**14.6.1.** Cash Management including cash receipts, cash disbursements, and petty cash;

**14.6.2.** Accounts Payable/Receivable Procedures, payroll, and fixed assets;

**14.6.3.** Internal Control Procedures; and

**14.6.4.** Expense Reimbursement and Advance Policy.

**14.7. Open Board of Director Meetings:** Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

**14.8 Board of Director Minutes:** The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH or her designee.

**14.9. Board of Director List:** The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

**14.10. Annual Board Elections:** The process and results of annual board elections shall be documented and kept on file at the agency.

**14.11. Change in Board of Director Membership:** BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH or her designee.

**15. Planning and Advisory Activities:** The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

**16. Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

**17. Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.

**18. Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.



Exhibit A Amendment #1

19. **Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

20. **Changes to Budget Personnel Form B:** The Contractor will complete Budget Personnel Form B, a pre-printed form provided by the Department. The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

21. **DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

22. **Increase the Unduplicated Numbers Served:** In State Fiscal Year 2016, the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported during April 1, 2015 through June 30, 2015. This will be achieved in accordance with the written plan outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in State Fiscal Year 2016 may jeopardize future funding increases.

23. **Purging of Member Lists:** Beginning in State Fiscal Year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

II. **PERFORMANCE DOMAINS**

The Contractor will cooperate with BBH in measuring the Contractor's performance. The Department will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Performance Domain Indications in Section 1 below, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. The Department will notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Domain Indicators, the Department will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor will work with the Department to develop solution plans to assist the Contractor in achieving compliance.



Exhibit A Amendment #1

1. Performance Domain Indicators

A. FISCAL DOMAIN

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. Current Ratio

**Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.

**Formula:** Total current assets divided by total current liabilities.

**Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. Accounts Payable

**Definition:** The Contractors timeliness in paying invoices.

**Performance Standard:** The Contractor shall not have outstanding invoices greater than sixty (60) days.

3. Budget Management

**Definition:** Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

**Formula: (Revenues)** Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period.

**(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

**Performance Standard:** Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. COMPLIANCE DOMAIN

1. Consumer Control

**Rationale:** Peer Support Agencies are consumer run and controlled.

**Definition:** Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

**Source of Data:** BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. Board Of Directors Development

**Rational:** Members of the Board of Directors understand their roles and responsibilities.

**Definition:** There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

**Source of Data:** BBH quality assurance reviews and semi-annual review of the training conducted at the agency.



**2. REMEDIATION PROCESS**

**A. REMEDATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.



**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**On The Road To Recovery-Derry**

Agency Name - Site

Prepared By:

**MEMBERSHIP**

- A1) Members 59 and under
- A2) Members 60 and over
- A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
130	3	5	4	142
5	0	0	1	6
135	3	5	5	148

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
- B2) New Members 60 and over (unduplicated within category at end of reporting period)

7	3	5	4	19
2	0	0	1	3

**PSA MEMBERS AND PARTICIPANTS SERVED**

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
- A2) Unduplicated Members/Participants 60 and over (served in all programs)
- A3) Unduplicated Members/Participants Served in All Programs

60	4	17	14	95
5	0	1	1	7
65	4	18	15	102

**PSA GUESTS SERVED**

- A) Number of Guests (unduplicated)

16	1	6	6	29
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**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

- A) Visitors (unduplicated members and participants only)
- B) Total Visit Days (members and participants only)
- C) Average Daily Visits (# of visit days/number of days open in reporting period)
- D) Number of Daytime Hours Each Week
- E) Number of Evening Hours Each Week
- F) Number of Hours Open PerWeek (F=D+E)
- G) Number of Days the Program was Open in the Quarter
- H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
- H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

65	5	16	17	103
1040	845	348	762	2995
16	17	22	21	76
44	44	44	44	176
0	0	0	0	0
44	44	44	44	176
72	72	72	72	288
12	12	11	12	47
4	5	5	5	19

**OUTREACH FACE TO FACE**

- A) Total Number of Face to Face Contacts

0	0	0	0	0
---	---	---	---	---

**DAYTIME TELEPHONE PEER SUPPORT**

- A) Total Telephone Peer Support Calls Made
- B) Total Telephone Peer Support Calls Received

0	0	0	0	0
0	0	0	0	0

**WARMLINE**

- A) Total Warmline Telephone Calls Made
- B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**On The Road To Recovery-Derry**

Agency Name - Site

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**VOCATIONAL**

A) Members/Participants Who Receive Vocational Services (unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0
---	---	---	---	---

**CRISIS RESPITE UTILIZATION**

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0
---	---	---	---	---

B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
---	---	---	---	---

**TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
---	---	---	---	---

b2) Other Hospital

0	0	0	0	0
---	---	---	---	---

b3) Other

0	0	0	0	0
---	---	---	---	---

C) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
---	---	---	---	---

**PERMANENT HOUSING**

A) Permanent Housing Members Served (Unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Total Number of Permanent Housing bed days utilized by members per quarter

0	0	0	0	0
---	---	---	---	---

**MONTHLY EVENTS**

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	

B) Monthly Newsletters Y/N

Y	Y	Y	
---	---	---	--

**TRAINING**

**REQUIRED BI-ANNUALLY**

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	0	0	7	7
---	---	---	---	---

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	7	0	7
---	---	---	---	---

**REQUIRED ANNUALLY**

A) Members/Participants/Staff trained in Warmline (unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)

0	7	0	0	7
---	---	---	---	---

C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	7	0	0	7
---	---	---	---	---

**AGENCY-OWNED TRANSPORTATION**

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

455	432	416	468	1771
-----	-----	-----	-----	------

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

3089	2850	3350	3470	12759
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Contractor Initials: *JM*  
Date: *5/20/15*

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**On The Road To Recovery-MANCH**

Agency Name - Site

Prepared By:

**MEMBERSHIP**

- A1) Members 59 and under
- A2) Members 60 and over
- A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
130	10	9	10	159
20	1	1	3	25
150	11	10	13	184

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
- B2) New Members 60 and over (unduplicated within category at end of reporting period)

10	10	9	10	39
1	1	1	3	6

**PSA MEMBERS AND PARTICIPANTS SERVED**

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
- A2) Unduplicated Members/Participants 60 and over (served in all programs)
- A3) Unduplicated Members/Participants Served in All Programs

98	47	18	18	181
10	3	2	1	16
108	50	20	19	197

**PSA GUESTS SERVED**

- A) Number of Guests (unduplicated)

19	12	6	10	47
----	----	---	----	----

**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

- A) Visitors (unduplicated members and participants only)
- B) Total Visit Days (members and participants only)
- C) Average Daily Visits (# of visit days/number of days open in reporting period)
- D) Number of Daytime Hours Each Week
- E) Number of Evening Hours Each Week
- F) Number of Hours Open PerWeek (F=D+E)
- G) Number of Days the Program was Open in the Quarter
- H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
- H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

108	50	20	19	107
1632	1690	1704	1740	6766
15	15	15	15	60
44	44	44	44	176
0	0	0	0	0
44	44	44	44	176
72	72	72	72	288
12	8	9	12	41
3	3	3	3	12

**OUTREACH FACE TO FACE**

- A) Total Number of Face to Face Contacts

15	12	18	16	61
----	----	----	----	----

**DAYTIME TELEPHONE PEER SUPPORT**

- A) Total Telephone Peer Support Calls Made
- B) Total Telephone Peer Support Calls Received

10	16	24	24	74
10	10	10	10	40

**WARMLINE**

- A) Total Warmline Telephone Calls Made
- B) Total Warmline Telephone Calls Received

0	0	0	0	0
0	0	0	0	0

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**On The Road To Recovery-MANCH**

Agency Name - Site

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**VOCATIONAL**

A) Members/Participants Who Receive Vocational Services (unduplicated)

2	3	3	4	12
---	---	---	---	----

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	0	0
---	---	---	---	---

**CRISIS RESPITE UTILIZATION**

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0
---	---	---	---	---

B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
---	---	---	---	---

**TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

6	3	2	4	15
---	---	---	---	----

B) Referral Source:

- b1) New Hampshire Hospital
- b2) Other Hospital
- b3) Other

5	2	0	1	8
---	---	---	---	---

1	0	1	1	3
---	---	---	---	---

1	1	1	1	4
---	---	---	---	---

C) Total Number of Transitional Housing bed days per quarter

389	423	420	415	1647
-----	-----	-----	-----	------

**PERMANENT HOUSING**

A) Permanent Housing Members Served (Unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Total Number of Permanent Housing bed days utilized by members per quarter

0	0	0	0	0
---	---	---	---	---

**MONTHLY EVENTS**

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	

B) Monthly Newsletters Y/N

Y	Y	Y	
---	---	---	--

**TRAINING**

**REQUIRED BI-ANNUALLY**

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	0	9	0	9
---	---	---	---	---

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

9	0	0	0	9
---	---	---	---	---

**REQUIRED ANNUALLY**

A) Members/Participants/Staff trained in Warmline (unduplicated)

0	2	0	0	2
---	---	---	---	---

B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)

0	10	0	0	10
---	----	---	---	----

C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	7	0	0	7
---	---	---	---	---

**AGENCY-OWNED TRANSPORTATION**

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

150	182	180	218	710
-----	-----	-----	-----	-----

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1920	500	610	650	3680
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Contractor Initials: *Vum*  
Date: *5/20/15*



**Method and Conditions Precedent to Payment**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$8,750
Depreciation	\$2,901
Retirement	\$1,792
<b>Total</b>	<b>\$13,443</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Payment for contracted services will be made based on budget identified as Exhibits B-2. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in, Exhibit B-3, Budget Form A - Revenue and Expense Report, into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.



Exhibit B Amendment #1

- 8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
  - 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.
  
- 9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.
  
- 10. After each quarter of the contract, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.
  - 10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the quarter, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.
  - 10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.
  - 10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.
  
- 11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.
  
- 12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

CFDA #: 93.958  
 Federal Agency: U.S. Department of Health and Human Services  
 Program Title: Block Grants for Community Mental Health Services

# Budget Form

**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: On The Road To Recovery, Inc.

Budget Request for: Consumer Peer Support Services  
 (Name of RFP)

Budget Period: July 1, 2015 - June 30, 2016

Item	Direct	Indirect	Total	Notes
1. Total Salary/Wages	\$ 174,153.00	\$ 27,300.00	\$ 201,453.00	E.D. admin. duties = 65%
2. Employee Benefits	\$ 39,434.00	\$ 8,754.00	\$ 48,188.00	E.D. benefits calc. = 65%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 5,600.00	\$ -	\$ 5,600.00	
Repair and Maintenance	\$ 8,780.00	\$ -	\$ 8,780.00	
Purchase/Depreciation	\$ 2,901.00	\$ -	\$ 2,901.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 3,373.00	\$ -	\$ 3,373.00	
6. Travel	\$ 19,754.00	\$ -	\$ 19,754.00	
7. Occupancy	\$ 118,733.00	\$ 2,751.00	\$ 121,484.00	E.D. admin office space = FTE
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 9,360.00	\$ 2,340.00	\$ 11,700.00	E.D. admin. phone use 20%
Postage	\$ 1,550.00	\$ -	\$ 1,550.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 7,000.00	\$ -	\$ 7,000.00	
Insurance	\$ 7,930.00	\$ 4,595.00	\$ 12,525.00	E.D. liability only calc. = 65%
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 550.00	\$ -	\$ 550.00	
11. Staff Education and Training	\$ 8,750.00	\$ -	\$ 8,750.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Employee background checks, licenses & fees, dues	\$ 1,000.00	\$ -	\$ 1,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 408,868.00</b>	<b>\$ 45,740.00</b>	<b>\$ 454,608.00</b>	

Indirect As A Percent of Direct

11.2%

Contractor Initials: *VM*

Date: *5/20/11*

**Exhibit B-3, Budget Form A - Revenue and Expense Report**

Region: Region 7

Agency: On The Road to Recovery, Inc.

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program Derry 111a	Peer Support Program Manchester 211a	Transitional Housing 111d	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>						
401 Net client fees	0	0	0	0	0	0
402 HMO's	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0
404 Medicaid	0	0	0	0	0	0
405 Medicare	0	0	0	0	0	0
406 Other insurance	0	0	0	0	0	0
411 Other program fees	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0
<b>420 PROG. SALES</b>						
421 Production	0	0	0	0	0	0
422 Service	0	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>						
431 United Way	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0
436 DVR	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0
438 DCYF	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>						
441 Block Grants	255,391	0	83,445	137,734	34,212	0
442 Community Support Prog	0	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0
445 Other federal grants	0	0	0	0	0	0
446 PATH	0	0	0	0	0	0
447 CARE NH	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0
450 RENTAL INCOME	3,000	0	0	0	3,000	0
460 INTEREST INCOME	0	0	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0	0	0
<b>480 BBH</b>						
481 Community Mental Health	196,217	0	64,240	106,759	25,218	0
482 Community Developmental Services	0	0	0	0	0	0
490 OTHER REVENUES	0	0	0	0	0	0
491 Other DBH (carry over)	0	0	0	0	0	0
Subtotal	454,608	0	147,685	244,493	62,430	0
500 GM Allocation	0	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	<b>454,608</b>	<b>0</b>	<b>147,685</b>	<b>244,493</b>	<b>62,430</b>	<b>0</b>

Contractor Initials: *JM*  
Date: *5/20/16*



**Exhibit B-3, Budget Form A - Revenue and Expense Report**

Region: Region 7

Agency: On The Road to Recovery, Inc.

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program Derry 111a	Peer Support Program Manchester 211a	Transitional Housing 111d	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>						
601 Salary & Wages	201,453	0	64,591	125,942	10,920	0
602 Employee Benefits	32,777	0	12,993	17,827	1,957	0
603 Payroll taxes	15,411	0	4,941	9,635	835	0
Subtotal	249,641	0	82,526	153,403	13,712	0
610 Client Wages	0	0	0	0	0	0
<b>620 PROFESSIONAL FEES</b>						
621 Substitute Staff	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0
625 Audit Fees	7,000	0	2,380	4,620	0	0
626 Legal Fees	0	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0	0
<b>630 STAFF DEV &amp; TRNG.</b>						
631 Journals & Publications	0	0	0	0	0	0
632 In-Service Training	8,750	0	0	8,750	0	0
633 Conferences & Conventions	0	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0	0
<b>640 OCCUPANCY COSTS</b>						
641 Rent	93,492	0	30,000	24,600	38,892	0
642 Mortgage Payments	0	0	0	0	0	0
643 Heating Costs	7,849	0	4,435	3,414	0	0
644 Other Utilities	6,045	0	2,745	1,500	1,800	0
645 Maintenance & Repairs	8,780	0	985	1,900	5,895	0
646 Taxes	0	0	0	0	0	0
647 Other Occupancy Costs	2,400	0	0	2,400	0	0
<b>650 CONSUMABLE SUPPLIES</b>						
651 Office	3,373	0	1,595	1,778	0	0
652 Building/Household	7,798	0	2,000	3,667	2,131	0
653 Educational/Training	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0
655 Food	1,400	0	1,400	0	0	0
656 Medical	0	0	0	0	0	0
657 Other Consumable Supplies	2,500	0	1,150	1,350	0	0
660 CAPITAL EXPENDITURES	0	0	0	0	0	0
665 DEPRECIATION	2,901	0	0	2,901	0	0
670 EQUIPMENT RENTAL	5,600	0	1,800	3,800	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0	0
Subtotal page	407,529	0	131,016	214,083	62,430	0

Contractor Initials: *VUH*  
Date: *5/20/15*

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 7

Agency: On The Road to Recovery, Inc.

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program Derry 111a	Peer Support Program Manchester 211a	Transitional Housing 111d	Other Non-BBH 111f
Total Carried Forward	407,529	0	131,016	214,083	62,430	0
700 ADVERTISING	200	0	100	100	0	0
710 PRINTING	350	0	0	350	0	0
720 TELEPHONE/COMMUNICATIONS	11,700	0	3,850	7,850	0	0
730 POSTAGE/SHIPPING	1,550	0	1,200	350	0	0
<b>740 TRANSPORTATION</b>						
741 Board Members	0	0	0	0	0	0
742 Staff	6,790	0	2,451	4,339	0	0
743 Clients	12,964	0	6,482	6,482	0	0
744 Delivery Products	0	0	0	0	0	0
<b>750 ASSIST. TO INDIVIDUALS</b>						
751 Client Services	0	0	0	0	0	0
752 Clothing	0	0	0	0	0	0
<b>760 INSURANCE</b>						
761 Malpractice & Bonding	1,630	0	0	1,630	0	0
762 Vehicles	3,826	0	1,250	2,576	0	0
763 Comprehensive Property & Liability	7,069	0	836	6,233	0	0
770 MEMBERSHIP DUES	0	0	0	0	0	0
800 OTHER EXPENDITURES	1,000	0	500	500	0	0
801 INTEREST EXPENSE	0	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0	0
TOTAL EXPENSES	454,608	0	147,685	244,493	62,430	0
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	454,608	0	147,685	244,493	62,430	0
<b>SURPLUS/(DEFICIT)</b>						
Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0	(0)	0
Verification of Balancing s/b 0	0					

Contractor Initials: *UM*  
Date: *5/20/15*





**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
  
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  
  - (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  
  - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.





**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. Add the following to Paragraph 1.:**

**1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

**4. Add the following to Paragraph 4.:**

**4.1.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be



made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

5. **Add the following to Paragraph 6.:**

6.4. 6.5. The Contractor shall comply with proposed treatment and prevention rules.

6. **Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

7. **Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

8.1.7. Failure to comply with any covenants or conditions in this Agreement.

8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.

8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.

8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

8. **Add the following to Subparagraph 8.2.:**

8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.



9. **Add the following to Paragraph 8.:**

**8.3.** Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

10. **Add the following to Paragraph 9.:**

**9.4.** The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

**9.5.** The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

**9.5.1.** The Income Statement shall be based on the accrual method of accounting.

**9.5.2.** The Exhibit B-3, Form A – Revenue and Expense Report shall be based on a modified accrual method of accounting. Modifications include the following:

**9.5.2.1.** Mortgage payments shall include both principal and interest;

**9.5.2.2.** Depreciation shall only be included on the Exhibit B-3, Form A – Revenue and Expense Report) when it is included in the approved contract budget.

**9.5.2.3.** Capital expenditures shall be included on the Exhibit B-3, Form A – Revenue and Expense Report and Exhibit B-4, Budget Form C-Capital Expenditure Report.

**9.6.** The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

**9.7.** The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

**9.8.** The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

**9.9.** The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

**9.10.** On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

**9.11.** Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

11. **Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

**10.2.** In the event of termination under Paragraph 10., of these General Provisions the approval



of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

**10.3.** In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**12. Amend Paragraph 12. by adding the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

**12.1.** The Contractor shall not enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

**12.2.** If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

**12.3.** The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

**12.4.** The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.5.** Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.6.** In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.



- 13. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**  
**13.2.** The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.
- 14. Replace Paragraph 14.1.1. with the following:**  
**14.1.1.** Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) in aggregate; and
- 15. Add the following to Paragraph 14.:**  
**14.1.3.** A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.  
**14.1.4.** Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.  
**14.1.5.** Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.  
**14.3.** The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 16. Add the following to Paragraph 20.:**  
**20.1.** The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.  
**20.2.** Community Support Program funds are to be used for:  
**20.2.1.** Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.  
**20.2.2.** Travel directly related to carrying out activities under the approved project.  
**20.2.3.** Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.  
**20.3.** Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:  
**20.3.1.** To provide inpatient services.  
**20.3.2.** To make cash payments to intended recipients of health services.  
**20.3.3.** To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.  
**20.3.4.** To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or  
**20.3.5.** To provide services to persons at local jails or any correctional facility.  
**20.420.5.** In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services



Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

**20.6.7.** Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

**20.6.8.** Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

**20.6.8.1.** Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

**20.6.8.2.** Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

**20.7.** The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit



that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

**20.8.** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**20.9.** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

**20.10.** The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

**20.11.** The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.



**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

*WM*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections





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.

Date 5/20/15

Contractor Name: OnThe Road To Recovery, Inc  
VDM  
Chairman of the Board  
Name: Vincent D. McHugh  
Title: BOARD CHAIR

Exhibit G

Contractor Initials

VDM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

VM

5/22/15



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Dept. of Health & Human Svs  
The State

Kathleen A. Durn  
Signature of Authorized Representative

Kathleen A. Durn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/28/15  
Date

On the Road to Recovery, INC  
Name of the Contractor

Vincent D. McHugh  
Signature of Authorized Representative

Vincent D. McHugh  
Name of Authorized Representative

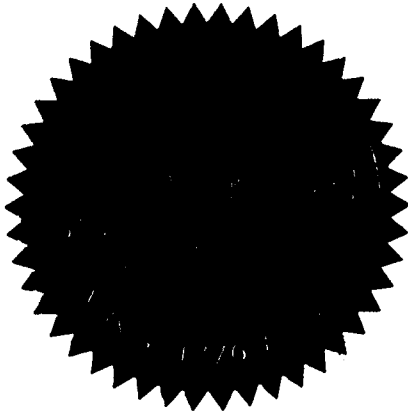
Chairman of the Board  
Title of Authorized Representative

5/20/15  
Date

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that On The Road to Recovery, Inc. is a New Hampshire nonprofit corporation formed November 16, 1988. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21<sup>st</sup> day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

I, Amy Pratte, do hereby certify that:

1. I am the duly elected Clerk of On The Road To Recovery, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on Thursday April 9,2015.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

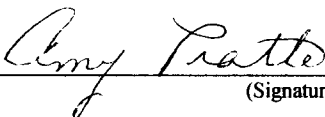
**To Provide: Peer Support Services**

**RESOLVED:** That the Chairman of the Board hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 20, 2015.

4. Vincent D McHugh is duly elected Chairman of the Board of the Corporation.

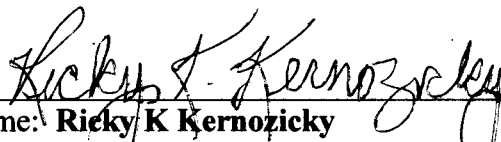
(Seal)  
(Corporation)

  
\_\_\_\_\_  
(Signature of Board Secretary)

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this 20th day of May, 2015 by Amy Pratte  
Board Secretary.

  
\_\_\_\_\_  
Name: Ricky K Kernozikey  
Title: Notary Public/Justice of the Peace

(Seal)  
(Notary Public)

Commission Expires: 10/06/15

**RICKY K. KERNOZICKY**  
Notary Public - New Hampshire  
My Commission Expires October 6, 2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/22/2015

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> <b>E &amp; S Insurance Services LLC</b> <b>21 Meadowbrook Lane</b> <b>P O Box 7425</b> <b>Gilford NH 03247-7425</b>	<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C No. Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> pat@esinsurance.com	<b>FAX (A/C. No.):</b> (603) 293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>On The Road To Recovery, Inc.</b> <b>13 Orange Street</b> <b>PO Box 1721</b> <b>Manchester NH 03105</b>	<b>INSURER A:</b> Philadelphia Insurance Co	
	<b>INSURER B:</b> Traveler's Assigned Risk & W/C	
	<b>INSURER C:</b> Mount Vernon Fire Insurance	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 2014 w/upd WC                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK1189375	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1189375	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Terrorism Coverage \$
	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
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	N/A	6JUB-2E07847-6-15	3/19/2015	3/19/2016	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	<b>C Directors &amp; Officers Employment Practices</b> NDO2008688H 12/14/2014 12/14/2015 Aggregate \$1,000,000 Aggregate \$1,000,000					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 A. Crime-Employee Dishonesty PHPK1031582, 7/1/2014-7/1/2015 Limit \$35,000

 Location #1) 13 & 13A Orange Street, Manchester, NH  
 Location #2) 12 Birch Street, Derry, NH
**CERTIFICATE HOLDER****CANCELLATION**

slawrence@dhhs.state.nh.us  Sandy Lawrence, Main Bldg, Rm 214S Contract Management Bureau of Behavioral Health 105 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Pat Mack/PAT
--	---

# **On The Road To Recovery, Inc.**

## **Mission Statement**

**04-11-13**

On The Road To Recovery is a not for profit consumer driven community of peers dedicated that educates and provides skills to empower members to manage and maintaining mental health and wellness, personal responsibility and accountability through the use of Intentional Peer Support as a tool.

We are a community of peers dedicated to educate advocate and empower members to better mental health living.

ON THE ROAD TO RECOVERY, INC  
FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION  
Years Ended June 30, 2014 and 2013

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# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
FAX # (603) 226-3532

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITORS' REPORT

To the Board of Trustees  
On The Road to Recovery, Inc.  
Manchester, New Hampshire

We have audited the accompanying financial statements On The Road to Recover, Inc. (a New Hampshire nonprofit corporation), which comprises the statements of financial position as of June 30, 2014 and 2013 and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**


Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of On The Road to Recover, Inc. as of June 30, 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.



Rowley & Associates, P.C.  
Concord, New Hampshire  
September 3, 2014

**ON THE ROAD TO RECOVERY, INC**  
**STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2014 AND 2013**

<b>ASSETS</b>	<u><b>2014</b></u>	<u><b>2013</b></u>
<b>CURRENT ASSETS</b>		
Cash, non-BBH refundable	\$ 9,002	\$ 27,188
Cash, BBH refundable	79,068	91,796
Funds held for others	2,167	3,200
Prepaid expenses	13,144	14,532
<b>Total Current Assets</b>	<u>103,381</u>	<u>136,716</u>
<b>PROPERTY AND EQUIPMENT, at cost</b>		
Leaschold improvements	35,971	35,971
Vehicles	24,188	21,975
Equipment & furniture	51,160	50,660
	<u>111,319</u>	<u>108,606</u>
Less accumulated depreciation	(76,887)	(91,281)
	<u>34,432</u>	<u>17,325</u>
<b>OTHER ASSETS</b>		
Investments	1,427	1,427
Loan receivable	2,300	200
Deposits	2,500	2,500
	<u>6,227</u>	<u>4,127</u>
<b>Total Assets</b>	<u><u>144,040</u></u>	<u><u>158,168</u></u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	4,286	6,935
Accrued expenses	7,565	10,252
Due to other agencies	-	1,034
Housing escrow payable	2,167	2,166
Deferred revenue, restricted BBH funds	79,068	91,796
<b>Total Current Liabilities</b>	<u>93,086</u>	<u>112,183</u>
<b>NET ASSETS</b>		
Unrestricted	<u>50,954</u>	<u>45,985</u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$ 144,040</u></u>	<u><u>\$ 158,168</u></u>

See Independent Auditors' Report and Notes to Financial Statements



**ON THE ROAD TO RECOVERY, INC**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>		
Grant income	\$ 437,714	\$ 404,624
Special funding, in-service training	7,226	27,534
Fundraising income	1,412	22,442
Program services	2,707	3,175
Gain on sale of property and equipment	300	-
Interest income	81	70
Total support and revenue	<u>449,440</u>	<u>457,845</u>
 <b>EXPENSES</b>		
Program	426,312	437,582
Management & general	18,159	1,127
Bingo and poker events	-	16,973
Total expenses	<u>444,471</u>	<u>455,682</u>
 Increase (decrease) in net assets	4,969	2,163
 Net assets, beginning of year	<u>45,985</u>	<u>43,822</u>
 Net assets, end of year	<u>\$ 50,954</u>	<u>\$ 45,985</u>

See Independent Auditors' Report and Notes to Financial Statements

**ON THE ROAD TO RECOVERY, INC**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (decrease) in net assets	\$ 4,969	\$ 2,163
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation & amortization	4,306	2,179
(Increase) Decrease in operating assets		
Funds held for others	1,033	3,080
Prepaid expenses	1,388	4,437
Loan receivable	(2,100)	(150)
Increase (Decrease) in operating liabilities		
Accounts payable	(2,649)	(1,230)
Accrued expenses	(2,687)	3,157
Amounts due to other agencies	(1,034)	(3,081)
Housing escrow	1	1
Deferred revenue, restricted BBH funds	(12,728)	3,920
Net Cash Provided (Used) By Operating Activities	<u>(9,501)</u>	<u>14,476</u>
 <b>CASH USED BY INVESTING ACTIVITIES</b>		
Purchases of property and equipment	<u>(21,413)</u>	<u>-</u>
 Net Increase (Decrease) in Unrestricted Cash and Cash Equivalents	(30,914)	14,476
 Unrestricted Cash and Cash Equivalents, Beginning of Year	<u>118,984</u>	<u>104,508</u>
 Unrestricted Cash and Cash Equivalents, End of Year	<u>\$ 88,070</u>	<u>\$ 118,984</u>

See Independent Auditors' Report and Notes to Financial Statements

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2014 and 2013**

**NOTE 1 NATURE OF ORGANIZATION**

On The Road to Recovery, Inc. (OTRTR) is a nonprofit organization incorporated under the laws of the State of New Hampshire. It operates as a consumer directed peer support organization for adults with long term mental illness, enhancing personal wellness, independence and responsibility. The Organization is supported primarily by grants from the State of New Hampshire Department of Health & Human Services and private charitable organizations. The Organization has also implemented a program to provide housing under the terms of a grant from the US Department of Housing & Urban Development (HUD).

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES**

The summary of significant accounting policies of OTRTR is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of OTRTR's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

**Basis of Accounting**

The financial records for OTRTR are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

**Basis of Presentation**

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

**Unrestricted net assets** are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. OTRTR had \$50,954 and \$45,985 in unrestricted net assets as of June 30, 2014 and 2013, respectively.

**Temporarily restricted net assets** are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of OTRTR. OTRTR had no temporarily net assets as of June 30, 2014 and 2013, respectively.

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2014 and 2013**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Permanently restricted net assets** include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by OTRTR. OTRTR had no permanently restricted net assets as of June 30, 2014 and 2013.

**Cash equivalents**

For purposes of the statement of cash flows, OTRTR considers cash on hand, deposits in banks and investments to be cash equivalents.

**Support and revenue**

The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BBH) and from the United States Department of Housing and Urban Development (HUD). The Organization participates in wagering programs in connection with its fundraising programs and also accepts voluntary contributions for meals.

**Property and Equipment**

Property and equipment are carried at cost. Depreciation is calculated on the straight line method over the estimated useful lives of the assets. Minor repairs and maintenance are expensed as incurred. Major repairs and renovations which materially extend the useful lives of the assets are capitalized. Major classes of depreciable assets and their estimated lives are as follows:

<u>Description</u>	<u>Years</u>
Leasehold improvements	10
Equipment	5
Vehicle	5

Depreciation expense was \$4,306 and \$2,179 for the years ended June 30, 2014 and 2013, respectively.

**Functional allocation of items**

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

**Advertising**

The Organization expenses advertising costs as incurred. OTRTR had no advertising costs for the years ended June 30, 2014 and 2013, respectively.

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2014 and 2013**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Income taxes

OTRTR is a not-for-profit corporation under Section 501(c) (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to OTRTR's program services. These services are not included in donated materials and services because the value has not been determined.

Donated Materials and Services

It is the intent of OTRTR to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2014 and 2013, there were no donated goods or services.

**NOTE 3 FEDERAL FINANCIAL ASSISTANCE**

The Organization has been awarded a grant from the United States Department of Housing and Urban Development to provide scattered site housing for homeless individuals. The grant is considered to be an exchange transaction. Accordingly, revenue is recognized when earned and expenses are recognized when incurred. Housing is rented on a tenant-at-will basis, with no long term contracts. This award is below the Single Audit reporting threshold contained in OMB circular A-133.

**NOTE 4 REVIEW BY OUTSIDE AGENCIES**

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2014 and 2013**

**NOTE 5 OPERATING LEASE COMMITMENT**

Since December 1, 2007 OTRTR has been a tenant at will for its Manchester, New Hampshire location. Total rent expense for the years ended June 30, 2014 and 2013 was \$63,492. There is no required future minimum payment.

Since July 1, 2011 OTRTR has been a tenant at will for its Derry, New Hampshire location. Total rent expense for the years ended June 30, 2014 and 2013 was \$30,000. There is no required future minimum payment.

**NOTE 6 RETIREMENT PLAN**

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses OTRTR for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of \$1,792 for the years ended June 30, 2014 and 2013, respectively.

**NOTE 7 FUNDS HELD FOR OTHERS**

The Organization has entered into an agreement in which it operates Bingo games on behalf of other not for profit agencies. Undistributed cash from these activities are recorded as a liability. Funds held for others consisted of the following on June 30:

	<u>2014</u>	<u>2013</u>
Undistributed Bingo funds	\$ -	\$1,034
Housing escrow payable	<u>2,167</u>	<u>2,166</u>
Total funds held for others	<u>\$2,167</u>	<u>\$ 3,200</u>

**NOTE 8 REFUNDABLE BBH ADVANCE**

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, OTRTR is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$79,068 and \$91,796 for the years ended June 30, 2014 and 2013, respectively.

**NOTE 9 SUBSEQUENT EVENT**

Management has evaluated subsequent events through September 3, 2014, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2014 and 2013**

**NOTE 10 FAIR VALUE MEASUREMENTS**

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. As of June 30, 2014 and 2013 the Organization had no financial instruments subject to the disclosure requirements. Cash and cash equivalents, accounts receivable, pledges receivable, accounts payable and accrued expenses reported in the statement of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

**NOTE 11 TAX EXEMPT STATUS**

OTRTR is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2013, 2012, and 2011 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE  
CONCORD, NEW HAMPSHIRE 03301  
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FAX # (603) 226-3532

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Trustees  
On The Road to Recovery, Inc  
Manchester, New Hampshire

Our report on our audit of the basic financial statements of On The Road to Recovery, Inc. as of and for the year ended June 30, 2014 and 2013 our report dated September 3, 2014, which expressed an unmodified opinion on those financial statements, appears on page one. 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.

*Rowley & Associates, PC*

Rowley & Associates, P.C.  
Concord, New Hampshire  
September 3, 2014



**ON THE ROAD TO RECOVERY, INC**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED JUNE 30, 2014 WITH COMPARATIVE TOTALS FOR**  
**THE YEAR ENDED JUNE 30, 2013**

	Derry Costs	Manchester Costs	Transitional Housing	Total Programs	Management & General	Bingo Events	Total 2014	Total 2013
Wages	\$ 62,046	\$ 119,990	\$ 11,069	\$ 193,105	\$ 7,268	\$ -	\$ 200,373	\$ 189,216
Employee benefits	6,851	15,089	-	21,940	-	-	21,940	23,930
Payroll taxes	5,167	9,823	869	15,859	507	-	16,366	16,016
Rent	30,000	24,600	38,892	93,492	-	-	93,492	93,492
In-service training	-	6,875	-	6,875	-	-	6,875	27,202
Telephone and internet	3,218	7,184	-	10,402	-	-	10,402	10,950
Utilities	5,561	6,616	1,363	13,540	-	-	13,540	10,299
Workers compensation	1,418	3,011	-	4,429	-	-	4,429	5,761
Insurance	2,314	10,715	-	13,029	-	-	13,029	12,362
Repairs and maintenance	2,642	2,105	5,293	10,040	5,040	-	15,080	4,262
Office supplies	1,105	2,198	-	3,303	-	-	3,303	4,004
Household supplies	1,934	3,293	1,712	6,939	-	-	6,939	7,339
Other occupancy costs	-	2,100	-	2,100	-	-	2,100	2,400
Food and consumable supplies	1,742	1,268	-	3,010	418	-	3,428	2,785
Legal and accounting	1,784	3,435	-	5,219	-	-	5,219	7,154
Equipment rental	3,535	1,929	-	5,464	-	-	5,464	3,953
Transportation	1,831	4,110	-	5,941	-	-	5,941	3,972
Vehicle expense	6,813	3,025	-	9,838	66	-	9,904	7,747
Depreciation and amortization	-	-	-	-	4,306	-	4,306	2,179
Printing	256	-	-	256	-	-	256	1,518
Client services	-	-	-	-	-	-	-	715
Postage	180	1,197	-	1,377	-	-	1,377	1,094
Dues and subscriptions	-	100	-	100	-	-	100	247
Other expenses	-	54	-	54	554	-	608	112
Bingo expenses	-	-	-	-	-	-	-	16,973
	<u>\$ 138,397</u>	<u>\$ 228,717</u>	<u>\$ 59,198</u>	<u>\$ 426,312</u>	<u>\$ 18,159</u>	<u>\$ -</u>	<u>\$ 444,471</u>	<u>\$ 455,682</u>

See Independent Auditors' Report and Notes to Financial Statements

**ON THE ROAD TO RECOVERY, INC**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**BY STATE APPROVED BBH FUNDS**  
**YEAR ENDED JUNE 30, 2014**

	State Approved BBH Funds	Non-BBH Funds	Total
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income, current year	415,958	\$ -	\$ 415,958
Grant income, released from reserve	21,756	-	21,756
Special funding, in-service training	7,226	-	7,226
Fundraising revenue	-	1,412	1,412
Program services	2,707	-	2,707
Gain on sale of property and equipment	0	300	300
Interest income	77	4	81
Total support and revenue	<u>447,724</u>	<u>1,716</u>	<u>449,440</u>
<b>EXPENSES</b>			
Wages	193,105	7,268	200,373
Employee benefits	21,940	-	21,940
Payroll taxes	15,859	507	16,366
Rent	93,492	-	93,492
In-service training	6,875	-	6,875
Telephone	10,402	-	10,402
Utilities	13,540	-	13,540
Workers compensation	4,429	-	4,429
Insurance	13,029	-	13,029
Repairs and maintenance	10,040	5,040	15,080
Office supplies	3,303	-	3,303
Household supplies	6,939	-	6,939
Other occupancy costs	2,100	-	2,100
Food and consumable supplies	3,010	418	3,428
Audit fees	5,219	-	5,219
Equipment rental	5,464	-	5,464
Transportation	5,941	-	5,941
Vehicle maintenance	9,838	66	9,904
Depreciation and amortization	-	4,306	4,306
Printing	256	-	256
Client services	-	-	-
Postage	1,377	-	1,377
Dues and subscriptions	100	-	100
Other expenses	54	554	608
Bingo expenses	-	-	-
Total expenses	<u>426,312</u>	<u>18,159</u>	<u>444,471</u>
Net Increase (Decrease) in Net Assets	21,412	(16,443)	4,969
BBH funds allowed for capital purchases	(21,412)	21,412	-
Net assets, beginning of year	<u>-</u>	<u>45,985</u>	<u>45,985</u>
Net assets, end of year	<u>\$ -</u>	<u>\$ 50,954</u>	<u>\$ 50,954</u>

See Independent Auditors' Report and Notes to Financial Statements

# **On the Road to Recovery, Inc.**

## **Board of Directors**

**March 27, 2015**

**CHAIRMAN**  
**Vincent McHugh**

**VICE CHAIRMAN**  
**George Proulx**

**SECRETARY/TREASURER**  
**Amy Pratte**

**DIRECTORS**  
**Joyce Herndon**

**Paul Mertzic**

**Juanita Leach**

**Jacqueline Cuddihy**

**Kathleen Raymond**

**Bob Duprez**

**Julie Lago**

**EXECUTIVE DIRECTOR**  
**Warren Bouchard**

**PROGRAM DIRECTOR**  
**David Blacksmith**

**BUSINESS MANAGER**  
**Peter Deleault**

# WARREN E. BOUCHARD, M.S. ED.

## RESUME SUMMARY OF QUALIFICATIONS

### **Professional Administrator with Special Expertise in:**

- Personnel Administration, to include recruitment, assignment, training and retention of staff.
- Staff Training, Supervision and Evaluation.
- Team Building to Bring Divergent Groups to a Common Goal
- Program Development and Evaluation
- Organizational Focus and Vision
- Development and Oversight of Annual Budget
- Intersystem and Interagency Collaborations
- Grant Writing

### **Professional Experience, Skill Sets and Accomplishments**

#### **Independent Consultant, Manchester, NH 03105**

Providing contracted Consulting Services in Management and Behavior Modification Training

#### **Executive Director: On The Road to Recovery, Inc. Manchester, NH 03105**

On The Road to Recovery provides a variety of Intentional Peer Support Activities that provide an opportunity for individuals who have mental health issues develop individual plans for recovery and healthy and better living. Many of these individuals are homeless.

#### **Executive Director: The Paul Center, Chelmsford, Massachusetts**

The Paul Center provides a variety of educational, social and respite programs for individuals with moderate to severe special needs.

#### **Supervisor of Student Teachers: Franklin Pierce University, GTEP Manchester, NH**

**Adjunct Supervisor of Student Teachers:** Graduate Teacher Education Program Franklin Pierce University, Manchester, NH

#### **Superintendent of Schools: School Administrative Unit 58, Groveton, NH**

Chief Administrative Officer for the Northumberland, Stark and North Stratford School Districts.

- Resource Specialist to Boards on Policy, Negotiations, Personnel and Programs
- Hearings Officer for Title IX Appeals and Human Rights Appeals
- Liaison for School Administrative Unit with State and Federal Agencies
- Development of Annual Operational Budgets
- Coordinator of Out of District Special Education Placements
- Hearings Officer for Special Education Appeals in the Administrative Unit

### **Certifications:**

- Intentional Peer Support Specialist, current
- MA PAC Trainer, (Proactive Alternatives for Change), current

### **Academic Preparation:**

- Saint Anselm's College, Manchester, NH, and B.A. History
- University of Southern Maine, Gorham ME, M.S. Ed.
- Vanderbilt University, Nashville TN, Doctoral Studies in Educational Leadership, ABD

## KEY ADMINISTRATIVE PERSONNEL - FY2016

### ON THE ROAD TO RECOVERY

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Warren Bouchard	1.00	\$ 42,019.00	\$ 41,741.71	99%

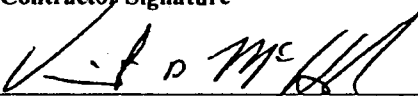

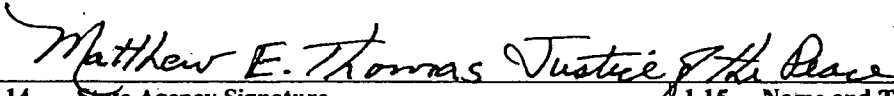
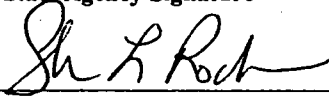
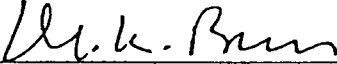
Subject: Peer Support Services

**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 Bureau of Behavioral Health		<b>1.2 State Agency Address</b> 105 Pleasant Street, Main Bldg. Concord, NH 03301	
<b>1.3 Contractor Name</b> On The Road To Recovery, Inc.		<b>1.4 Contractor Address</b> 13 Orange Street PO Box 1721 Manchester, NH 03105	
<b>1.5 Contractor Phone Number</b> 603-623-4523	<b>1.6 Account Number</b> 05-95-92-920010-7011-102 05-95-92-920010-7143-102	<b>1.7 Completion Date</b> 06-30-2015	<b>1.8 Price Limitation</b> \$453,109.
<b>1.9 Contracting Officer for State Agency</b> Sheri L. Rockburn, Director, DHHS, DCBCS		<b>1.10 State Agency Telephone Number</b> 603-271-5000	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Vincent D McHugh, Chairman of the Board	
<b>1.13 Acknowledgement: State of <u>New Hampshire</u>, County of <u>Hillsborough</u></b> On <u>5/8/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of <del>Notary Public</del> or Justice of the Peace</b>  [Seal] <i>Expires 2/12/2019</i>			
<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> Sheri L. Rockburn, Director, DHHS, DCBCS	
<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:  On: <u>4/4/14</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: Um  
Date: 5/8/14



**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: Um  
Date: 5/8/14

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: VM  
Date: 5/8/19

**EXHIBIT A**  
**SCOPE OF WORK**  
**FY 2015**

**I. PEER SUPPORT SERVICES**

**1. Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

**2. Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

**3. State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

**4. Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

**5. Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

**6. Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

**7. Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

**8. Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

8.3.1. Peer Support;

8.3.2. Warmline;

8.3.3. Facilitating Peer Support Groups;

8.3.4. Sexual Harassment; and

8.3.5. Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

8.4.2.1. Staff Development;

8.4.2.2. Supervision;

8.4.2.3. Performance Appraisals;

8.4.2.4. Employment Practices

8.4.2.5. Harassment;

8.4.2.6. Program Development;

8.4.2.7. Complaints and the Complaint Process; and

8.4.2.8.

Financial

Management.

Contractor Initials: UM  
Date: 5/8/14

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. **Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. **Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. **Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. **Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. **Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. **Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;

13.1.2. Outreach;

13.1.3. Individual Peer Assistance;

13.1.4. Telephone Support during business hours;

13.1.5. A monthly Newsletter;

13.1.6. Wellness Training;

13.1.7. Community Education; and

13.1.8. Monthly Educational Events to members.

13.2. **Consumer** means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. **Guest** means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. **Member** means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. **Participant** means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.

13.6. **Peer Support** means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. **Telephone Support** means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. **Warmline** shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. **Wellness Training** is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

Contractor Initials: VM  
Date: 5/8/14

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

14.1. BBH Requirements for Board of Directors: The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, and BBH immediately.

14.3 Board of Director Job Descriptions: The Board of Director Members and Officers shall have written descriptions outlining their duties.

14.4. Board of Director Orientation: The Board of Directors shall have a documented Orientation Process and Manual.

14.5 Board of Director Trainings: The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;

14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;

14.6.3. Internal Control Procedures; and

14.6.4. Expense Reimbursement and Advance Policy.

14.7. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

14.8 Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH.

14.9. Board of Director List: The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

14.10. Annual Board Elections: The process and results of annual board elections shall be documented and kept on file at the agency.

14.11. Change in Board of Director Membership: BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH.

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

Contractor Initials: UM  
Date: 5/8/14

16. **Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. **Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.

18. **Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

19. **Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

20. **Changes to Budget Personnel Form B:** The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

21. **DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

22. **Increase the Unduplicated Numbers Served:** In FY 2015 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2014. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2015 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2015 may jeopardize future funding increases.

23. **Purging of Member Lists:** Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

24. **Memorandum of Understanding:** Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2015.

25. **Commencement Date of Agreement:** The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

FY15 Exhibit A OTRTR PSA

Contractor Initials: UM  
Date: 5/8/14

**MEMORANDUM OF UNDERSTANDING**  
**FY 2015**

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and **On The Road To Recover, Inc.**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2015. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

**I. PERFORMANCE DOMAINS**

**A. FISCAL DOMAIN**

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

**1. Current Ratio**

**Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.

**Formula:** Total current assets divided by total current liabilities.

**Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

**2. Accounts Payable**

**Definition:** The Contractors timeliness in paying invoices.

**Performance Standard:** The Contractor shall not have outstanding invoices greater than sixty (60) days.

**3. Budget Management**

**Definition:** Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

**Formula:** **(Revenues)** Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

**Performance Standard:** Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

Contractor Initials: UW  
Date: 5/8/14

**B. COMPLIANCE DOMAIN**

**1. Consumer Control**

**Rationale:** Peer Support Agencies are consumer run and controlled.

**Definition:** Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

**Source of Data:** BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

**2. Board Of Directors Development**

**Rational:** Members of the Board of Directors understand their roles and responsibilities.

**Definition:** There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

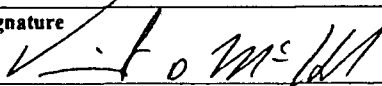

**Source of Data:** BBH quality assurance reviews and semi-annual review of the training conducted at the agency.

**II. REMEDIATION PROCESS**

**A. REMEDATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

OTRTR FY15 MOU EXHIBIT A PSA

Agency: <b>On The Road To Recover, Inc.</b>	<i>DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health</i>
Name/Title: <i>Vincent D McHugh</i>	Name/Title: Sheri L. Rockburn, Director
Signature 	Signature 
Date <i>5/8/14</i>	Date <i>5/23/14</i>

Contractor Initials: *VDM*  
Date: *5/8/14*



**PEER SUPPORT SERVICES**

**FY2015 Contract 4**

Fiscal Year / Quarter

**On the Road to Recovery, Derry (Region 10)**

**David Blacksmith/Rick Kernozicky**

Organization

Prepared By:

**I. MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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A1) Members 59 and under	125	5	8	8	146
A2) Members 60 and over	21	1	0	2	24
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	146	6	8	10	170

B1) New Members 59 and under (unduplicated within category at end of reporting period)	8	7	6	9	30
B2) New Members 60 and over (unduplicated within category at end of reporting period)	1	0	0	2	3

**II. PSA MEMBERS AND PARTICIPANTS SERVED**

A1)Unduplicated Members/Participants 59 and under (served in all programs)	120	5	4	5	134
A2) Unduplicated Members/Participants 60 and over (served in all programs)	19	1	0	1	21
A3) Unduplicated Members/Participants Served in All Programs	139	6	4	6	155

**III. PSA GUESTS SERVED**

A1) Number of Guests (unduplicated)	12	6	4	11	33
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**IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

A) Visitors (unduplicated members and participants only)	131	6	4	5	146
B) Total Visit Days (members and participants only)	3256	3024	3075	3182	12537
C) Average Daily Visits (# of visit days/number of days open in reporting period)	44	42	44	42	
D) Number of Daytime Hours Each Week	44	43	42	43	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	44	43	42	43	
G) Number of Days the Program was Open in the Quarter	74	72	70	75	291
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	15	14	13	14	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	4	4	4	4	

**V. OUTREACH FACE TO FACE**

A) Total Number of Face to Face Contacts	50	47	38	46	181
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**VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH**

A) Total Peer Support Telephone Calls Made	42	51	30	35	158
B) Total Peer Support Telephone Calls Received	16	23	28	25	92

**VII. WARMLINE**

A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

On the Road to Recovery, Derry (Region 10)

David Blacksmith/Rick Kernozicky

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

4	3	4	2	13
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B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

2	1	1	1	5
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IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0
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B) Number of Persons Served (unduplicated)

0	0	0	0	0
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C) Total Number of Admissions

0	0	0	0	0
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X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
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B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
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b2) Other Hospital

0	0	0	0	0
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b3) Other

0	0	0	0	0
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B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
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XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	

B) Monthly Newsletters Y/N

Y	Y	Y	
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XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

7	2	0	3	12
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	1	0	1	2
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XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

402	456	482	501	1841
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

2970	3010	3264	3400	12644
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**PEER SUPPORT SERVICES**

**FY2015 Contract 4**

Fiscal Year / Quarter

**On the Road to Recovery, Manchester (Region 7)**

**David Blacksmith/Rick Kernozicky**

Organization

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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**I. MEMBERSHIP**

A1) Members 59 and under	165	8	7	8	188
A2) Members 60 and over	27	1	0	2	30
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	192	9	7	10	218

B1) New Members 59 and under (unduplicated within category at end of reporting period)	5	8	3	6	22
B2) New Members 60 and over (unduplicated within category at end of reporting period)	2	1	0	2	5

**II. PSA MEMBERS AND PARTICIPANTS SERVED**

A1)Unduplicated Members/Participants 59 and under (served in all programs)	148	6	3	4	161
A2) Unduplicated Members/Participants 60 and over (served in all programs)	24	1	0	2	27
A3) Unduplicated Members/Participants Served in All Programs	172	7	3	6	188

**III. PSA GUESTS SERVED**

A1) Number of Guests (unduplicated)	1	2	1	1	5
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**IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

A) Visitors (unduplicated members and participants only)	153	5	3	7	168
B) Total Visit Days (members and participants only)	3552	3384	3375	3478	13789
C) Average Daily Visits (# of visit days/number of days open in reporting period)	48	47	48	46	
D) Number of Daytime Hours Each Week	44	43	42	43	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	44	43	42	43	
G) Number of Days the Program was Open in the Quarter	74	72	70	75	291
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	15	14	14	15	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	4	4	5	4	

**V. OUTREACH FACE TO FACE**

A) Total Number of Face to Face Contacts	8	10	15	14	47
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**VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH**

A) Total Peer Support Telephone Calls Made	11	14	16	14	55
B) Total Peer Support Telephone Calls Received	4	6	6	5	21

**VII. WARMLINE**

A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4

Fiscal Year / Quarter

On the Road to Recovery, Manchester (Region 7)  
Organization

David Blacksmith/Rick Kernozicky  
Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

3	2	3	3	11
1	1	2	2	6

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

B) Number of Persons Served (unduplicated)

C) Total Number of Admissions

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

B) Referral Source:

b1) New Hampshire Hospital

b2) Other Hospital

b3) Other

6	3	4	4	17
4	2	2	3	11
1	1	1	1	4
1	0	1	0	2
475	484	496	502	1957

B) Total Number of Transitional Housing bed days per quarter

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

B) Monthly Newsletters Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	
Y	Y	Y	

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

7	2	0	3	12
0	2	1	0	3

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

268	280	296	310	1154
1005	1360	1809	2040	6214

**EXHIBIT B**  
**METHODS OF PAYMENT**  
**FY 2015**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.
2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$12,500
Capital Expenditures	2,500
Retirement	1,792
Depreciation	2,901
<b>Total</b>	<b>\$19,693</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.
4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.
5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.
6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.
8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
  - 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

Contractor Initials: *JM*  
Date: *5/8/14*

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$201,863

Federal Funds: \$251,246

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services

Program Title: Block Grants for Community Mental Health Services

Amount: \$251,246

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102

05-95-92-920010-7143-102

FY15 Exhibit B PSA OTRTR

Contractor Initials: *VM*  
Date: *5/8/14*

# Budget Form

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: On The Road To Recovery, Inc.

Budget Request for: Consumer Peer Support Services

*(Name of RFP)*

Budget Period: 07-01-14 - 06-30-15

	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 169,059.00	\$ 28,538.00	\$ 197,597.00	E.D. admin. duties = 70%
2. Employee Benefits	\$ 36,223.00	\$ 11,312.00	\$ 47,535.00	E.D. benefits calc. = 70%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 5,600.00	\$ -	\$ 5,600.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 2,901.00	\$ -	\$ 2,901.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 14,830.00	\$ -	\$ 14,830.00	
6. Travel	\$ 19,754.00	\$ -	\$ 19,754.00	
7. Occupancy	\$ 115,815.00	\$ 2,751.00	\$ 118,566.00	E.D. admin office space = FTE
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 9,360.00	\$ 2,340.00	\$ 11,700.00	E.D. admin. phone use 20%
Postage	\$ 1,550.00	\$ -	\$ 1,550.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 7,000.00	\$ -	\$ 7,000.00	
Insurance	\$ 7,577.00	\$ 4,948.00	\$ 12,525.00	E.D. liability only calc. = 70%
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 550.00	\$ -	\$ 550.00	
11. Staff Education and Training	\$ 12,500.00	\$ -	\$ 12,500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Employee background checks, licenses & fees, dues	\$ 1,000.00	\$ -	\$ 1,000.00	
Capital Expenditures - Member computers	\$ 2,500.00	\$ -	\$ 2,500.00	
<b>TOTAL</b>	<b>\$ 406,219.00</b>	<b>\$ 49,889.00</b>	<b>\$ 456,108.00</b>	

Indirect As A Percent of Direct

12.3%

Region: Region 7

Agency: On The Road to Recovery, Inc.

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Derry 111a	Peer Support Program Manchester 211a	Transitional Housing 111d	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>						
401 Net client fees	0	0	0	0	0	0
402 HMO's	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0
404 Medicaid	0	0	0	0	0	0
405 Medicare	0	0	0	0	0	0
406 Other insurance	0	0	0	0	0	0
411 Other program fees	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0
<b>420 PROG. SALES</b>						
421 Production	0	0	0	0	0	0
422 Service	0	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>						
431 United Way	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0
436 DVR	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0
438 DCYF	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>						
441 Block Grants	251,246	0	82,106	136,299	32,841	0
442 Community Support Prog	0	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0
445 Other federal grants	0	0	0	0	0	0
446 PATH	0	0	0	0	0	0
447 CARE NH	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0
450 RENTAL INCOME	3,000	0	0	0	3,000	0
460 INTEREST INCOME	0	0	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0	0	0
<b>480 BBH</b>						
481 Community Mental Health	201,863	0	64,963	110,513	26,387	0
482 Community Developmental Services	0	0	0	0	0	0
<b>490 OTHER REVENUES</b>						
491 Other DBH (carry over)	0	0	0	0	0	0
Subtotal	456,109	0	147,069	246,812	62,228	0
500 GM Allocation	0	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	<b>456,109</b>	<b>0</b>	<b>147,069</b>	<b>246,812</b>	<b>62,228</b>	<b>0</b>



Region: Region 7

Agency: On The Road to Recovery, Inc.

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Derry 111a	Peer Support Program Manchester 211a	Transitional Housing 111d	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>						
601 Salary & Wages	197,597	0	63,046	123,632	10,920	0
602 Employee Benefits	32,419	0	12,851	17,632	1,935	0
603 Payroll taxes	15,116	0	4,823	9,458	835	0
Subtotal	245,133	0	80,720	150,722	13,691	0
610 Client Wages	0	0	0	0	0	0
<b>620 PROFESSIONAL FEES</b>						
621 Substitute Staff	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0
625 Audit Fees	7,000	0	2,380	4,620	0	0
626 Legal Fees	0	0	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0	0	0
<b>630 STAFF DEV &amp; TRNG.</b>						
631 Journals & Publications	0	0	0	0	0	0
632 In-Service Training	12,500	0	0	12,500	0	0
633 Conferences & Conventions	0	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0	0
<b>640 OCCUPANCY COSTS</b>						
641 Rent	93,492	0	30,000	24,600	38,892	0
642 Mortgage Payments	0	0	0	0	0	0
643 Heating Costs	7,849	0	4,435	3,414	0	0
644 Other Utilities	6,045	0	2,745	1,500	1,800	0
645 Maintenance & Repairs	8,780	0	985	1,900	5,895	0
646 Taxes	0	0	0	0	0	0
647 Other Occupancy Costs	2,400	0	0	2,400	0	0
<b>650 CONSUMABLE SUPPLIES</b>						
651 Office	3,313	0	1,535	1,778	0	0
652 Building/Household	7,617	0	2,000	3,667	1,950	0
653 Educational/Training	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0
655 Food	1,400	0	1,400	0	0	0
656 Medical	0	0	0	0	0	0
657 Other Consumable Supplies	2,500	0	1,150	1,350	0	0
<b>660 CAPITAL EXPENDITURES</b>						
665 DEPRECIATION	2,901	0	1,250	1,250	0	0
670 EQUIPMENT RENTAL	5,600	0	1,800	3,800	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0	0
Subtotal page	409,030	0	130,400	216,402	62,228	0

Region: Region 7

Agency: On The Road to Recovery, Inc.

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program Derry 111a	Peer Support Program Manchester 211a	Transitional Housing 111d	Other Non-BBH 111f
Total Carried Forward	409,030	0	130,400	216,402	62,228	0
700 ADVERTISING	200	0	100	100	0	0
710 PRINTING	350	0	0	350	0	0
720 TELEPHONE/COMMUNICATIONS	11,700	0	3,850	7,850	0	0
730 POSTAGE/SHIPPING	1,550	0	1,200	350	0	0
<b>740 TRANSPORTATION</b>						
741 Board Members	0	0	0	0	0	0
742 Staff	6,790	0	2,451	4,339	0	0
743 Clients	12,984	0	6,482	6,482	0	0
744 Delivery Products	0	0	0	0	0	0
<b>750 ASSIST. TO INDIVIDUALS</b>						
751 Client Services	0	0	0	0	0	0
752 Clothing	0	0	0	0	0	0
<b>760 INSURANCE</b>						
761 Malpractice & Bonding	1,630	0	0	1,630	0	0
762 Vehicles	3,826	0	1,250	2,576	0	0
763 Comprehensive Property & Liability	7,069	0	896	6,233	0	0
770 MEMBERSHIP DUES	0	0	0	0	0	0
800 OTHER EXPENDITURES	1,000	0	500	500	0	0
801 INTEREST EXPENSE	0	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0	0
TOTAL EXPENSES	456,109	0	147,069	246,812	62,228	0
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	456,109	0	147,069	246,812	62,228	0
<b>SURPLUS/(DEFICIT)</b>						
Total Revenue - Total Expenses (line 49 - 116)	0	0	(0)	0	0	0
Verification of Balancing s/b 0	0	0	0	0	0	0



**EXHIBIT C**  
**SPECIAL PROVISIONS**  
**FY 2015**

**1. Add the following to Paragraph 1.:**

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

**2. Add the following to Paragraph 4.:**

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

**3. Add the following to Paragraph 6.:**

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

**4. Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

**5. Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term:

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

Contractor Initials: *JM*  
Date: *5/8/14*

- 8.1.7. Failure to comply with any covenants or conditions in this Agreement.
- 8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
- 8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

**6. Add the following to Subparagraph 8.2.:**

- 8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

**7. Add the following to Paragraph 8.:**

- 8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

**8. Add the following to Paragraph 9.:**

- 9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.
- 9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
  - 9.5.1. The Income Statement shall be based on the accrual method of accounting.
  - 9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:
    - 9.5.2.1. Mortgage payments shall include both principal and interest;
    - 9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.
    - 9.5.2.3. Capital expenditures shall be included on the Form A.
- 9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.
- 9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.
- 9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.
- 9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
- 9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

Contractor Initials: *[Signature]*

Date: 5/8/14

9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

**9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**10. Replace Paragraph 12. with the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

Contractor Initials: VM  
Date: 5/8/14

**11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

**12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than \$500,000, replace Paragraph 14.1.1. with the following:**

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate; and

**13. Add the following to Paragraph 14.:**

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

**14. Add the following to Paragraph 20.:**

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

20.3.2. To make cash payments to intended recipients of health services.

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

20.3.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor Initials: *JM*

Date: *5/8/14*

**20.5.** In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

**20.6.7.** Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

**20.6.8.** Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

**20.6.8.1.** Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

**20.6.8.2.** Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

**20.7.** The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials: *JM*  
Date: *5/8/14*



20.8. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

20.9. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

20.10. The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

20.11. The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

FY15 Exhibit C PSA

Contractor Initials: UM  
Date: 5/8/14

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

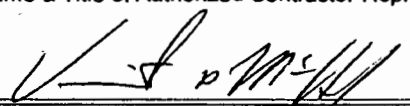
Place of Performance (street address, city, county, state, zip code) (list each location)

13 Orange Street, Manchester, NH 03104  
12 Birch Street, Derry, NH 03038

Check  if there are workplaces on file that are not identified here.

On The Road To Recovery, Inc.	From: 7/1/2014 To: 6/30/2015
(Contractor Name)	(Period Covered by this Certification)

Vincent D McHugh, Chairman of the Board
(Name & Title of Authorized Contractor Representative)

	5/8/14
(Contractor Representative Signature)	(Date)

Contractor Initials: VM  
 Date: 5/8/14

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
\*Temporary Assistance to Needy Families under Title IV-A
\*Child Support Enforcement Program under Title IV-D
\*Socail Services Block Grant Program under Title XX
\*Medicaid Program under Title XIX
\*Community Services Block Grant under Title VI
\*Child Care Development Block Grant under Title IV

Contract Period: 07-01-14 through 06-30-15

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Handwritten Signature]
(Contractor Representative Signature)

Vincent D McHugh, Chairman of the Board
(Authorized Contractor Representative Name & Title)

On The Road To Recovery, Inc.
(Contractor Name)

5/8/14
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: VM

Date: 5/8/14

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

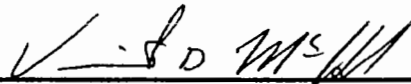
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

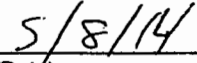
**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 (Contractor Representative Signature)	Vincent D McHugh, Chairman of the Board (Authorized Contractor Representative Name & Title)
--	--

On The Road To Recovery, Inc. (Contractor Name)	 (Date)
--	--

Contractor Initials: VM  
 Date: 5/8/14

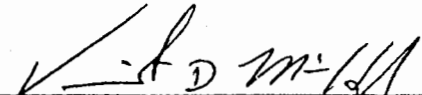
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
 \_\_\_\_\_  
 (Contractor Representative Signature)

Vincent D McHugh, Chairman of the Board  
 \_\_\_\_\_  
 (Authorized Contractor Representative Name & Title)

On The Road To Recovery, Inc.  
 \_\_\_\_\_  
 (Contractor Name)

5/8/14  
 \_\_\_\_\_  
 (Date)



NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
(Contractor Representative Signature)

Vincent D McHugh, Chairman of the Board  
(Authorized Contractor Representative Name & Title)

On The Road To Recovery, Inc.  
(Contractor Name)

5/8/14  
(Date)

Contractor Initials: VM  
Date: 5/8/14

## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: VM  
Date: 5/8/14

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Bureau of Behavioral Health  
The State Agency Name

On The Road To Recovery, Inc.  
Name of the Contractor



Signature of Authorized Representative



Signature of Authorized Representative

Sheri L. Rockburn  
Name of Authorized Representative

Vincent D McHugh  
Name of Authorized Representative

Director  
Title of Authorized Representative

Chairman of the Board  
Title of Authorized Representative

5/15/14  
Date

5/8/14  
Date



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Peer Support Services Contract

This first Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated May 19, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Consumer Alliance Peer Support Center, Inc. (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 544 Islington Street, Portsmouth, NH, 03801.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #97) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by one (1) year and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to June 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$502,146.
4. Delete in its entirety, Exhibit A Scope of Work FY 15 and replace with Exhibit A Amendment #1, Scope of Work.
5. Delete in its entirety, Memorandum of Understanding FY 2015.
6. Add Exhibit A-1 Statistics
7. Delete in its entirety, Exhibit B Methods of Payment FY 15 and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
8. Add Exhibit B-2, Budget Form
9. Add Exhibit B-3, Budget Form A – Revenue and Expense Report
10. Add Exhibit B-4, Budget Form C - Capital Expenditure Report





11. Delete in its Entirety Exhibit C Special Provisions FY 2015 and replace with Exhibit C Amendment #1 Special Provisions.
12. Add Exhibit C-1, Revisions to General Provisions.
13. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, by extending the end date to June 30, 2016.
14. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to June 30, 2016.
15. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Peer Support 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,

State of New Hampshire  
Department of Health and Human Services

5/28/15  
Date

Kathleen Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Seacoast Consumer Alliance Peer Support Center, Inc.

5/20/15  
Date

[Signature]  
NAME Robert L. MONTGOMERY  
TITLE Treasurer

Acknowledgement:

State of New Hampshire, County of Rockingham on May 20th, 2015, before the undersigned officer, personally appeared the person identified above, who acknowledged himself/herself to be the treasurer, 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  
Brian Leader Exp. March 12th, 2019



**New Hampshire Department of Health and Human Services  
Peer Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/3/15

Name: Megan Yarn  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A Amendment #1

Scope of Services

**I. PEER SUPPORT SERVICES**

**1. Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages, Exhibit A-1 Statistics. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

**2. Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

**3. State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

**4. Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

**5. Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

**6. Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

**7. Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

**8. Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

**8.1.** Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

**8.2.** Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

**8.3.** The Contractor shall obtain and provide the following training for staff on an annual basis:

- 8.3.1.** Peer Support;
- 8.3.2.** Warmline;
- 8.3.3.** Facilitating Peer Support Groups;
- 8.3.4.** Sexual Harassment; and
- 8.3.5.** Member Rights.

**8.4.** The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.



Exhibit A Amendment #1

**8.4.1.** On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

**8.4.2.** Administrative staff, including the Director, shall participate in trainings on:

**8.4.2.1.** Staff Development;

**8.4.2.2.** Supervision;

**8.4.2.3.** Performance Appraisals;

**8.4.2.4.** Employment Practices

**8.4.2.5.** Harassment;

**8.4.2.6.** Program Development;

**8.4.2.7.** Complaints and the Complaint Process; and

**8.4.2.8.** Financial Management.

**8.5.** The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

**8.6.** Documentation of participation in training shall be maintained in the individual personnel files.

**8.7.** The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

**9. Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

**10. Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

**11. Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

**11.1.** The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

**11.2.** BBH may require that corrective actions be completed within specific time frames.

**12. Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

**13. Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

**13.1. Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

**13.1.1.** Peer Support;

**13.1.2.** Outreach;

**13.1.3.** Individual Peer Assistance;

**13.1.4.** Telephone Support during business hours;

**13.1.5.** A monthly Newsletter;



Exhibit A Amendment #1

- 13.1.6. Wellness Training;  
13.1.7. Community Education; and  
13.1.8. Monthly Educational Events to members.
- 13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.
- 13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.
- 13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.
- 13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.
- 13.6. Peer Support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.
- 13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.
- 13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.
- 13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.
- 13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.
- 13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.
- 13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.
- 13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.
- 13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.
- 13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.
- 13.16. State Fiscal Year means the period from July 1 through June 30.
- 13.17. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.

14. **Board of Director Criteria:** The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:



Exhibit A Amendment #1

- 14.1. BBH Requirements for Board of Directors:** The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.
- 14.2. NH Division of Charitable Trusts Requirements for Board of Directors:** If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.
- 14.3. Board of Director Job Descriptions:** The Board of Director Members and Officers shall have written descriptions outlining their duties.
- 14.4. Board of Director Orientation:** The Board of Directors shall have a documented Orientation Process and Manual.
- 14.5. Board of Director Trainings:** The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.
- 14.6. Board of Director Fiduciary Responsibilities:** The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:
- 14.6.1.** Cash Management including cash receipts, cash disbursements, and petty cash;
  - 14.6.2.** Accounts Payable/Receivable Procedures, payroll, and fixed assets;
  - 14.6.3.** Internal Control Procedures; and
  - 14.6.4.** Expense Reimbursement and Advance Policy.
- 14.7. Open Board of Director Meetings:** Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.
- 14.8. Board of Director Minutes:** The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH or her designee.
- 14.9. Board of Director List:** The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 14.10. Annual Board Elections:** The process and results of annual board elections shall be documented and kept on file at the agency.
- 14.11. Change in Board of Director Membership:** BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH or her designee.
- 15. Planning and Advisory Activities:** The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.
- 16. Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 17. Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.
- 18. Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

*Jm*

5/20/15



Exhibit A Amendment #1

**19. Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

**20. Changes to Budget Personnel Form B:** The Contractor will complete Budget Personnel Form B, a pre-printed form provided by the Department. The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

**21. DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

**22. Increase the Unduplicated Numbers Served:** In State Fiscal Year 2016, the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported during April 1, 2015 through June 30, 2015. This will be achieved in accordance with the written plan outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in State Fiscal Year 2016 may jeopardize future funding increases.

**23. Purging of Member Lists:** Beginning in State Fiscal Year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

**24. Warm Line Services:** The Contractor shall provide peer support warm line services to geographic regions 8 (Portsmouth area), 9 (Dover/Rochester area), and 10 (Derry/Salem area).

**II. PERFORMANCE DOMAINS**

The Contractor will cooperate with BBH in measuring the Contractor's performance. The Department will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Performance Domain Indications in Section 1 below, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. The Department will notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Domain Indicators, the Department will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor will work with the Department to develop solution plans to assist the Contractor in achieving compliance.





Exhibit A Amendment #1

1. Performance Domain Indicators

A. FISCAL DOMAIN

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. Current Ratio

**Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.

**Formula:** Total current assets divided by total current liabilities.

**Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.1:1.0, with no variance allowed.

2. Accounts Payable

**Definition:** The Contractor's timeliness in paying invoices.

**Performance Standard:** The Contractor shall not have outstanding invoices greater than sixty (60) days.

3. Budget Management

**Definition:** Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year-to-date basis the percentage of the Contractor's budget executed year-to-date.

**Formula:** **(Revenues)** Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

**Performance Standard:** Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. COMPLIANCE DOMAIN

1. Consumer Control

**Rationale:** Peer Support Agencies are consumer run and controlled.

**Definition:** Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

**Source of Data:** BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. Board Of Directors Development

**Rational:** Members of the Board of Directors understand their roles and responsibilities.

**Definition:** There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

**Source of Data:** BBH quality assurance reviews and semi-annual review of the training conducted at the agency.



**2. REMEDIATION PROCESS**

**A. REMEDIATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

*JM*

*5/20/15*

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**Seacoast Consumer Alliance Peer Support Center**

**Hilary Clarke**

Agency Name - Site

Prepared By:

**MEMBERSHIP**

- A1) Members 59 and under
- A2) Members 60 and over
- A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
250	5	6	8	269
16	2	2	2	22
266	7	8	10	291

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
- B2) New Members 60 and over (unduplicated within category at end of reporting period)

4	5	6	8	23
1	2	2	2	7

**PSA MEMBERS AND PARTICIPANTS SERVED**

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
- A2) Unduplicated Members/Participants 60 and over (served in all programs)
- A3) Unduplicated Members/Participants Served in All Programs

50	10	15	22	97
7	4	5	8	24
57	14	20	30	121

**PSA GUESTS SERVED**

- A) Number of Guests (unduplicated)

4	6	5	8	23
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**ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

- A) Visitors (unduplicated members and participants only)
- B) Total Visit Days (members and participants only)
- C) Average Daily Visits (# of visit days/number of days open in reporting period)
- D) Number of Daytime Hours Each Week
- E) Number of Evening Hours Each Week
- F) Number of Hours Open PerWeek (F=D+E)
- G) Number of Days the Program was Open in the Quarter
- H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
- H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

57	14	20	30	121
999	989	989	998	3975
14	15	15	13	
44	44	44	44	
0	0	0	0	
44	44	44	44	
72	66	67	75	280
17	16	16	18	
5	4	5	5	

**OUTREACH FACE TO FACE**

- A) Total Number of Face to Face Contacts

10	12	10	15	47
----	----	----	----	----

**DAYTIME TELEPHONE PEER SUPPORT**

- A) Total Telephone Peer Support Calls Made
- B) Total Telephone Peer Support Calls Received

30	30	35	37	132
100	115	117	125	457

**WARMLINE**

- A) Total Warmline Telephone Calls Made
- B) Total Warmline Telephone Calls Received

99	110	100	100	409
450	470	465	452	1837

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**

Fiscal Year / Quarter

**Seacoast Consumer Alliance Peer Support Center**

**Hilary Clarke**

Agency Name - Site

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**VOCATIONAL**

A) Members/Participants Who Receive Vocational Services (unduplicated)

3	3	4	5	15
---	---	---	---	----

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

0	0	0	1	1
---	---	---	---	---

**CRISIS RESPITE UTILIZATION**

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0
---	---	---	---	---

B) Number of Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

C) Total Number of Admissions

0	0	0	0	0
---	---	---	---	---

**TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
---	---	---	---	---

b2) Other Hospital

0	0	0	0	0
---	---	---	---	---

b3) Other

0	0	0	0	0
---	---	---	---	---

C) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
---	---	---	---	---

**PERMANENT HOUSING**

A) Permanent Housing Members Served (Unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Total Number of Permanent Housing bed days utilized by members per quarter

0	0	0	0	0
---	---	---	---	---

**MONTHLY EVENTS**

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month		
Y	Y	Y		

B) Monthly Newsletters Y/N

Y	Y	Y		
---	---	---	--	--

**TRAINING**

**REQUIRED BI-ANNUALLY**

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	0	0	8	8
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	7	7
---	---	---	---	---

**REQUIRED ANNUALLY**

A) Members/Participants/Staff trained in Warmline (unduplicated)

10	0	0	0	10
----	---	---	---	----

B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)

8	3	5	5	21
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C) Members/Participants/Staff trained in Member Rights (Unduplicated)

15	15	17	18	65
----	----	----	----	----

**AGENCY-OWNED TRANSPORTATION**

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

201	199	225	230	855
-----	-----	-----	-----	-----

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

1900	2001	1800	2200	7901
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**Method and Conditions Precedent to Payment**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$8,750
Depreciation	\$2,901
Retirement	\$1,910
<b>Total</b>	<b>\$13,561</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Payment for contracted services will be made based on budget identified as Exhibits B-2. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in, Exhibit B-3, Budget Form A - Revenue and Expense Report, into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.



Exhibit B Amendment #1

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
- 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.
9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.
10. After each quarter of the contract, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.
- 10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the quarter, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.
  - 10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.
  - 10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.
11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.
12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

CFDA #: 93.958  
Federal Agency: U.S. Department of Health and Human Services  
Program Title: Block Grants for Community Mental Health Services

## Budget Form

### New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Seacoast Consumer Alliance Peer Support  
Bidder/Program Name: Center

Seacoast Consumer Alliance Peer Support  
Budget Request for: Center  
(Name of RFP)

Budget Period: July 1, 2015-June 30, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 129,841.67	\$ 13,703.33	\$ 143,545.00	Includes 20% of ED time + 20% of administrative assistant time plus payroll taxes in the same proportion
2. Employee Benefits	\$ 27,676.21	\$ 5,384.79	\$ 33,061.00	Includes 20% of ED benefits + 20% of administrative assistant benefits
3. Consultants	\$ 7,650.00	\$ 1,350.00	\$ 9,000.00	Includes 25% bookkeeping/Accounting and payroll services
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 3,060.00	\$ 540.00	\$ 3,600.00	20% allocated to indirect
Repair and Maintenance	\$ 1,576.00	\$ -	\$ 1,576.00	Vehicle repairs
Purchase/Depreciation	\$ 2,755.95	\$ 145.05	\$ 2,901.00	5% allocated to indirect based on building square footage dedicated to administration
5. Supplies:	\$ 3,700.00	\$ -	\$ 3,700.00	Includes building, other consumable supplies & food
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 150.00	\$ -	\$ 150.00	
Office	\$ 500.00	\$ 500.00	\$ 1,000.00	50% allocated to indirect
6. Travel	\$ 6,120.00	\$ 1,080.00	\$ 7,200.00	15% staff travel allocated to indirect
7. Occupancy	\$ 20,387.00	\$ 1,073.00	\$ 21,460.00	5% allocated to indirect based on building square footage dedicated to administration
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 2,380.00	\$ 420.00	\$ 2,800.00	15% allocated to indirect
Postage	\$ 400.00	\$ 100.00	\$ 500.00	Allocation to indirect based on postage for mailing bills, contracts, etc.
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 5,250.00	\$ 2,250.00	\$ 7,500.00	30% allocated to indirect based on contractual audit requirements
Insurance	\$ 4,140.00	\$ 460.00	\$ 4,600.00	10% allocated to indirect based on types of coverage
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 8,750.00	\$ -	\$ 8,750.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 2,230.00	\$ -	\$ 2,230.00	Includes printing, dues, advertising
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 226,566.83</b>	<b>\$ 27,006.17</b>	<b>\$ 253,573.00</b>	

Indirect As A Percent of Direct

11.9%

Contractor Initials: MM  
Date: 5/28/15

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 8

Agency: Seacoast Consumer Alliance Peer Support Center, Inc.

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>					
401 Net client fees	0	0	0	0	0
402 HMO's	0	0	0	0	0
403 BC/BS	0	0	0	0	0
404 Medicaid	0	0	0	0	0
405 Medicare	0	0	0	0	0
406 Other insurance	0	0	0	0	0
411 Other program fees	0	0	0	0	0
Subtotal	0	0	0	0	0
<b>420 PROG. SALES</b>					
421 Production	0	0	0	0	0
422 Service	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>					
431 United Way	0	0	0	0	0
432 Local/County Government	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0
435 Other public support	0	0	0	0	0
436 DVR	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0
438 DCYF	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>					
441 Block Grants	143,399	0	114,249	29,150	0
442 Community Support Prog	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0
444 HUD	0	0	0	0	0
445 Other federal grants	0	0	0	0	0
446 PATH	0	0	0	0	0
447 CARE NH	0	0	0	0	0
448 MHSIP	0	0	0	0	0
<b>450 RENTAL INCOME</b>					
460 INTEREST INCOME	0	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0	0
<b>480 BBH</b>					
481 Community Mental Health	110,173	0	110,173	0	0
482 Community Developmental Services	0	0	0	0	0
<b>490 OTHER REVENUES</b>					
491 Other DBH (carry over)	0	0	0	0	0
Subtotal	253,572	0	224,422	29,150	0
500 GM Allocation	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	<b>253,572</b>	<b>0</b>	<b>224,422</b>	<b>29,150</b>	<b>0</b>

Contractor Initials: *MM*  
Date: 5/28/15



Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 8

Agency: Seacoast Consumer Alliance Peer Support Center, Inc.

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>					
601 Salary & Wages	133,344	0	116,186	17,157	0
602 Employee Benefits	33,061	0	27,471	5,590	0
603 Payroll taxes	10,201	0	8,888	1,313	0
Subtotal	176,605	0	152,545	24,060	0
610 Client Wages	0	0	0	0	0
<b>620 PROFESSIONAL FEES</b>					
621 Substitute Staff	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0
624 Accounting	6,600	0	5,470	1,130	0
625 Audit Fees	7,500	0	6,000	1,500	0
626 Legal Fees	0	0	0	0	0
627 Other Professional Fees/Consult	2,400	0	1,920	480	0
<b>630 STAFF DEV &amp; TRNG.</b>					
631 Journals & Publications	0	0	0	0	0
632 In-Service Training	8,750	0	8,750	0	0
633 Conferences & Conventions	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0
<b>640 OCCUPANCY COSTS</b>					
641 Rent	0	0	0	0	0
642 Mortgage Payments	11,260	0	11,260	0	0
643 Heating Costs	3,500	0	3,500	0	0
644 Other Utilities	4,200	0	4,200	0	0
645 Maintenance & Repairs	2,500	0	2,500	0	0
646 Taxes	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0
<b>650 CONSUMABLE SUPPLIES</b>					
651 Office	1,000	0	1,000	0	0
652 Building/Household	1,200	0	1,200	0	0
653 Educational/Training	0	0	0	0	0
654 Production & Sales	0	0	0	0	0
655 Food	1,500	0	1,500	0	0
656 Medical	150	0	150	0	0
657 Other Consumable Supplies	1,000	0	1,000	0	0
<b>660 CAPITAL EXPENDITURES</b>					
665 DEPRECIATION	2,901	0	2,901	0	0
<b>670 EQUIPMENT RENTAL</b>					
680 EQUIPMENT MAINTENANCE	3,600	0	3,600	0	0
Subtotal page	236,242	0	209,072	27,170	0

Exhibit B-3, Budget Form A - Revenue and Expense Report

Region: Region 8

Agency: Seacoast Consumer Alliance Peer Support Center, Inc.

FISCAL PERIOD: FY2016 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Other Non-BBH 111f
Total Carried Forward	236,242	0	209,072	27,170	0
700 ADVERTISING	250	0	250	0	0
710 PRINTING	1,200	0	1,200	0	0
720 TELEPHONE/COMMUNICATIONS	2,800	0	1,000	1,800	0
730 POSTAGE/SHIPPING	500	0	500	0	0
<b>740 TRANSPORTATION</b>					
741 Board Members	700	0	700	0	0
742 Staff	2,500	0	2,500	0	0
743 Clients	4,000	0	4,000	0	0
744 Delivery Products	0	0	0	0	0
<b>750 ASSIST TO INDIVIDUALS</b>					
751 Client Services	0	0	0	0	0
752 Clothing	0	0	0	0	0
<b>760 INSURANCE</b>					
761 Malpractice & Bonding	1,200	0	1,200	0	0
762 Vehicles	1,000	0	1,000	0	0
763 Comprehensive Property & Liability	2,400	0	2,400	0	0
770 MEMBERSHIP DUES	0	0	0	0	0
800 OTHER EXPENDITURES	780	0	600	180	0
801 INTEREST EXPENSE	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0
TOTAL EXPENSES	253,572	0	224,422	29,150	0
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	253,572	0	224,422	29,150	0
<b>SURPLUS/(DEFICIT)</b>					
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	(0)	0
Verification of Balancing s/b 0	(0)				





**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.





**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. Add the following to Paragraph 1.:**

**1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

**4. Add the following to Paragraph 4.:**

**4.1.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be



made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

5. **Add the following to Paragraph 6.:**

6.4. 6.5. The Contractor shall comply with proposed treatment and prevention rules.

6. **Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

7. **Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

8.1.7. Failure to comply with any covenants or conditions in this Agreement.

8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.

8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.

8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

8. **Add the following to Subparagraph 8.2.:**

8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.



**9. Add the following to Paragraph 8.:**

**8.3.** Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

**10. Add the following to Paragraph 9.:**

**9.4.** The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

**9.5.** The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

**9.5.1.** The Income Statement shall be based on the accrual method of accounting.

**9.5.2.** The Exhibit B-3, Form A – Revenue and Expense Report shall be based on a modified accrual method of accounting. Modifications include the following:

**9.5.2.1.** Mortgage payments shall include both principal and interest;

**9.5.2.2.** Depreciation shall only be included on the Exhibit B-3, Form A – Revenue and Expense Report) when it is included in the approved contract budget.

**9.5.2.3.** Capital expenditures shall be included on the Exhibit B-3, Form A – Revenue and Expense Report and Exhibit B-4, Budget Form C-Capital Expenditure Report.

**9.6.** The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

**9.7.** The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

**9.8.** The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

**9.9.** The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

**9.10.** On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

**9.11.** Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

**11. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

**10.2.** In the event of termination under Paragraph 10., of these General Provisions the approval



of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

**10.3.** In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**12. Amend Paragraph 12. by adding the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

**12.1.** The Contractor shall not enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

**12.2.** If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

**12.3.** The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

**12.4.** The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.5.** Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.6.** In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.



- 13. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**  
**13.2.** The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.
- 14. Replace Paragraph 14.1.1. with the following:**  
**14.1.1.** Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) in aggregate; and
- 15. Add the following to Paragraph 14.:**  
**14.1.3.** A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.  
**14.1.4.** Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.  
**14.1.5.** Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.  
**14.3.** The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 16. Add the following to Paragraph 20.:**  
**20.1.** The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.  
**20.2.** Community Support Program funds are to be used for:  
**20.2.1.** Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.  
**20.2.2.** Travel directly related to carrying out activities under the approved project.  
**20.2.3.** Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.  
**20.3.** Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:  
**20.3.1.** To provide inpatient services.  
**20.3.2.** To make cash payments to intended recipients of health services.  
**20.3.3.** To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.  
**20.3.4.** To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or  
**20.3.5.** To provide services to persons at local jails or any correctional facility.  
**20.420.5.** In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services



Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

**20.6.7.** Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

**20.6.8.** Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

**20.6.8.1.** Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

**20.6.8.2.** Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

**20.7.** The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit



that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

**20.8.** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**20.9.** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

**20.10.** The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

**20.11.** The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.



**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 JM

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: Seacoast Consumer Alliance  
Peer Support Center, Inc.

5/20/15  
Date

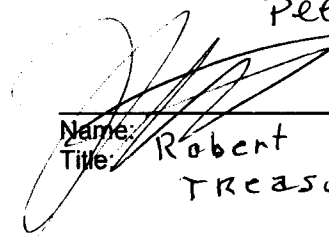
  
Name: \_\_\_\_\_  
Title: Robert L. Montgomery  
Treasurer

Exhibit G

Contractor Initials RM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Dept. of Health & Human Serv  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/28/15  
Date

Seagoast Consumer Alliance Peer Support Center inc  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Robert L. Montgomery  
Name of Authorized Representative

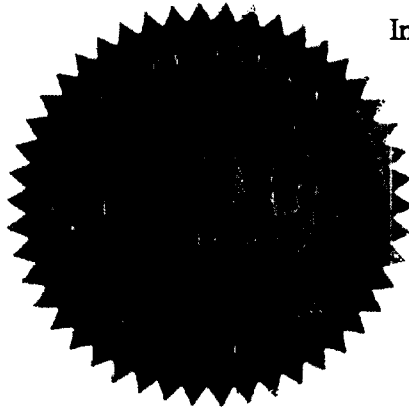
Treasurer  
Title of Authorized Representative

5/20/15  
Date

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Seacoast Consumer Alliance Peer Support Center, Inc. is a New Hampshire nonprofit corporation formed June 8, 1992. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner", is written over a horizontal line.

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

I, (Beth Flaherty), do hereby certify that:

1. I am the duly elected ~~Clerk~~ <sup>member</sup> of Seacoast Consumer Alliance Peer Support Center, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on (May 19, 2015).

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

**To Provide: Peer Support Services  
Warmline Services for Regions 8, 9 & 10**

**RESOLVED:** That the (Treasurer) hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of (May 20, 2015).

4. (Bob Montgomery) is duly elected (Treasurer) of the Corporation.

(Seal)  
(Corporation)

Beth Flaherty  
(Signature of Board Secretary) MEMBER

State of New Hampshire

County of (Rockingham)

The foregoing instrument was acknowledged before me this (20th) day of (May, 2015) by (Beth Flaherty).

Brian Leader  
Name: ( Brian Leader )  
Title: Notary Public/Justice of the Peace

(Seal)  
(Notary Public)

Commission Expires: (March 12<sup>th</sup>, 2019 )



**Georgia Surety Company, Inc.**

P.O. Box 500698  
Atlanta, GA 31150

**The Demers Agency (GSC)**  
200 Lafayette Road, Unit 5  
(P.O. Box 553, Rye, NH 03870)  
North Hampton, NH 03862-2461

**INVOICE**

Customer	Seacoast Consumer Alliance Peer Support Center, Inc. (GSC) 42452
Date	10/20/2014
Customer	Kelley Nys
Service	Kelley Nys
Page	1 of 1

Payment Information	
Invoice Number	
Payment Method	Invoice#245320
Reference	NHF 3234

Thank You

Please detach and return with payment

Customer: Seacoast Consumer Alliance Peer Support Center, Inc. (GSC)

Invoice	Invoice Date	Description	Amount
245320	10/06/2014	Renew policy Commission Credit	187.00
Policy #NHF 3234 10/06/2014-10/06/2015 Merchants Bonding Company Fidelity - 25,000 Fidelity Bond on 187.00  Payment received, renewal has been processed, thank you. Due Date: 10/20/2014			

**PAID**

Thank You

Georgia Surety Company, Inc.  
P.O. Box 500698  
Atlanta, GA 31150

(404)522-3898

10/20/2014

# **Seacoast Mental Health Consumer Alliance, Inc.**

## **MISSION STATEMENT (2013)**

The mission of the Seacoast Consumer Alliance Peer Support Center is to promote the health, wellness, and recovery of our members who have or are at risk of having mental health issues by providing a safe environment for peer support and to improve life skills.

*Financial Statements*

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**SEACOAST CONSUMER ALLIANCE  
PEER SUPPORT CENTER, INC.**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013  
AND  
INDEPENDENT AUDITORS' REPORT**

**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

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Bureau of Behavioral Health (BBH) Refundable Advance Schedule	13

To the Board of Directors of  
Seacoast Consumer Alliance Peer Support Center, Inc.  
Portsmouth, New Hampshire

**Leone,  
McDonnell  
& Roberts**  
PROFESSIONAL ASSOCIATION  
CERTIFIED PUBLIC ACCOUNTANTS  
WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD  
STRATHAM

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Seacoast Consumer Alliance Peer Support Center, Inc. (a New Hampshire nonprofit organization) which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Consumer Alliance Peer Support Center, Inc. as of June 30, 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.



### **Other Matter**

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The Bureau of Behavioral Health Refundable Advance Schedule is presented for the purpose of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone, McDonnell & Roberts  
Professional Association*

January 8, 2015  
Dover, New Hampshire

**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2014 AND 2013**

	<b><u>ASSETS</u></b>	
	<b><u>2014</u></b>	<b><u>2013</u></b>
<b>CURRENT ASSETS</b>		
Cash	\$ 96,635	\$ 90,023
Prepaid expenses	<u>8,620</u>	<u>8,291</u>
Total current assets	<u>105,255</u>	<u>98,314</u>
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>122,668</u>	<u>131,406</u>
<b>OTHER ASSETS</b>		
Certificate of deposit	<u>3,217</u>	<u>3,217</u>
Total assets	<u>\$ 231,140</u>	<u>\$ 232,937</u>
	<b><u>LIABILITIES AND NET ASSETS</u></b>	
<b>CURRENT LIABILITIES</b>		
Current portion of long term debt	\$ 1,871	\$ 1,763
Accounts payable	1,044	3,370
Accrued expenses	8,761	8,541
Accrued payroll and related taxes	9,138	6,711
Refundable advances	<u>73,645</u>	<u>61,361</u>
Total current liabilities	<u>94,459</u>	<u>81,746</u>
<b>LONG TERM DEBT, NET OF CURRENT PORTION</b>	<u>36,779</u>	<u>45,556</u>
Total liabilities	<u>131,238</u>	<u>127,302</u>
<b>NET ASSETS</b>		
Unrestricted	<u>99,902</u>	<u>105,635</u>
Total liabilities and net assets	<u>\$ 231,140</u>	<u>\$ 232,937</u>

See Notes to Financial Statements

**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>PUBLIC SUPPORT</b>		
Grants and contracts	\$ 225,544	\$ 214,538
Donations	<u>2,583</u>	<u>908</u>
Total public support	228,127	215,446
<b>REVENUES</b>		
Interest	<u>38</u>	<u>70</u>
Total public support and revenues	<u>228,165</u>	<u>215,516</u>
<b>EXPENSES</b>		
Program services	207,125	194,140
General and administrative	<u>26,773</u>	<u>22,490</u>
Total expenses	<u>233,898</u>	<u>216,630</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	(5,733)	(1,114)
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>105,635</u>	<u>106,749</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 99,902</u>	<u>\$ 105,635</u>

See Notes to Financial Statements

**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (decrease) in net assets	\$ (5,733)	\$ (1,114)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	8,738	8,769
(Increase) decrease in assets:		
Prepaid expenses	(329)	(1,826)
(Decrease) increase in liabilities:		
Accounts payable	(2,326)	2,084
Accrued expenses	220	1,946
Accrued payroll and related taxes	2,427	349
Refundable advances	<u>12,284</u>	<u>11,964</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>15,281</u>	<u>22,172</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Increase in certificate of deposit	<u>-</u>	<u>(23)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>-</u>	<u>(23)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Principal payments of long term debt	<u>(8,669)</u>	<u>(7,014)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(8,669)</u>	<u>(7,014)</u>
<b>NET INCREASE IN CASH</b>	6,612	15,135
<b>CASH, BEGINNING OF YEAR</b>	<u>90,023</u>	<u>74,888</u>
<b>CASH, END OF YEAR</b>	<u>\$ 96,635</u>	<u>\$ 90,023</u>
 <b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid for interest during the year	<u>\$ 2,590</u>	<u>\$ 4,246</u>

See Notes to Financial Statements

**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2014**

	<b><u>Program Services</u></b>	<b><u>General and Administrative</u></b>	<b><u>Total</u></b>
Salaries	\$ 132,199	\$ 4,089	\$ 136,288
Professional fees	-	15,197	15,197
Office supplies and postage	12,319	648	12,967
Payroll taxes	11,190	973	12,163
Benefits	8,460	637	9,097
Depreciation	7,689	1,049	8,738
Travel	7,524	836	8,360
Utilities	6,867	1,026	7,893
Insurance	4,934	1,234	6,168
Staff development	3,974	442	4,416
Telephone	3,794	-	3,794
Repairs and maintenance	2,893	-	2,893
Other	2,488	276	2,764
Interest	2,253	337	2,590
Dues and publications	541	29	570
<b>TOTAL</b>	<b><u>\$ 207,125</u></b>	<b><u>\$ 26,773</u></b>	<b><u>\$ 233,898</u></b>

**See Notes to Financial Statements**

**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2013**

	<b><u>Program Services</u></b>	<b><u>General and Administrative</u></b>	<b><u>Total</u></b>
Salaries	\$ 115,644	\$ 3,577	\$ 119,221
Professional fees	13,204	695	13,899
Office supplies and postage	11,885	1,034	12,919
Travel	-	11,182	11,182
Payroll taxes	8,504	945	9,449
Staff development	8,076	1,207	9,283
Depreciation	8,155	614	8,769
Benefits	8,003	602	8,605
Utilities	6,687	912	7,599
Insurance	3,593	898	4,491
Interest	3,694	552	4,246
Other	2,583	-	2,583
Telephone	2,316	258	2,574
Repairs and maintenance	1,525	-	1,525
Dues and publications	271	14	285
<b>TOTAL</b>	<b><u>\$ 194,140</u></b>	<b><u>\$ 22,490</u></b>	<b><u>\$ 216,630</u></b>

**See Notes to Financial Statements**

**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

**NOTE 1. ORGANIZATION**

Seacoast Consumer Alliance Peer Support Center, Inc. (the Alliance) is a nonprofit organization that was established on June 8, 1992 and whose operations are located in Portsmouth, New Hampshire. The Alliance's purpose is to implement a consumer agenda for improving the quality of life of adult consumers of mental health services in Rockingham County. A majority of the Alliance's support is provided by a grant from the State of New Hampshire Bureau of Health and Human Services.

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**

The Alliance prepares its financial statements using the accrual method of accounting, in accordance with accounting principles generally accepted in the United States of America, whereby revenue is recognized when earned and expenses are recognized in the period incurred.

**Basis of Presentation**

The financial statement presentation follows Accounting Standards Codification Topic 958-205, *Presentation of Financial Statements*. Under ASC Topic 958-205, the Alliance is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. As of June 30, 2014 and 2013, the Alliance has no temporarily or permanently restricted net assets.

**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 and 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. Actual results could differ from those estimates.

**Cash Equivalents**

The Alliance considers all highly liquid instruments with an original maturity date of three months or less to be cash equivalents. The Alliance has no cash equivalents as of June 30, 2014 and 2013.

### **Property and Equipment**

Purchases of property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments, which materially extend the life of the assets, are capitalized.

Property and equipment at June 30, 2014 and 2013, consisted of the following:

	<u>2014</u>	<u>2013</u>
Buildings	\$ 118,167	\$ 118,167
Leasehold improvements	37,970	37,970
Furniture and fixtures	10,335	10,335
Vehicles	14,041	14,041
Land	<u>37,555</u>	<u>37,555</u>
	218,068	218,068
Less accumulated depreciation	<u>95,400</u>	<u>86,662</u>
Property and equipment, net	<u>\$ 122,668</u>	<u>\$ 131,406</u>

Depreciation is provided over the estimated useful lives of the individual assets using the straight line method. The estimated useful lives are as follows:

	<u>Years</u>
Buildings and improvements	7 - 39
Vehicles	5
Furniture and fixtures	7 - 10
Software	3

Depreciation expense for the years ended June 30, 2014 and 2013 was \$8,738 and \$8,769, respectively.

### **Contributions**

Contributed support is reported as unrestricted or as restricted depending on the existence of donor or time stipulations that limit the use of the support.

The Alliance records donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support.

### **Compensated Absences**

The Alliance has accrued a liability for future compensated leave time which its employees have earned and which is vested with the employee. The amounts at June 30, 2014 and 2013, were \$3,453 and \$3,331, respectively.



**Functional Allocation of Expenses**

The costs of providing program services and other activities have been summarized on a functional basis in the Statements of Activities and in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**NOTE 3. INCOME TAXES**

Seacoast Consumer Alliance Peer Support Center, Inc. is currently exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Alliance to be other than a private foundation.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Alliance has analyzed its tax position taken on its information returns for all open tax years (2010 - 2013), and has concluded that no provision for income taxes is necessary in the Alliance's financial statements.

**NOTE 4. CERTIFICATE OF DEPOSIT**

The Alliance has a certificate of deposit with People's United Bank which matures on October 6, 2015. Unless action is taken, the certificate of deposit will renew for a one year term.

**NOTE 5. LONG TERM DEBT**

The Alliance has a mortgage note with Northeast Credit Union. The mortgage, has an interest rate of 5.99% and is payable in monthly installments of \$430 for principal and interest with a balloon payment due on November 2, 2021. The term of the mortgage is 10 years with installment payments being calculated over a 20 year amortization schedule. The mortgage is secured by property at 544 Islington Street, Portsmouth, New Hampshire.

The scheduled maturities of long term debt are as follows as of June 30:

2015	\$ 1,871
2016	1,987
2017	2,109
2018	2,239
2019	2,377
Thereafter	<u>28,067</u>
Total	<u>\$ 38,650</u>

**NOTE 6. LEASE COMMITMENT**

The Alliance entered into a copier lease during the fiscal year ended June 30, 2008 under an operating lease which was due to expire in September, 2013. Lease payments were \$371 monthly. Renewal options were available and based on 90 day increments. During the fiscal year ended June 30, 2014, the Alliance traded-in their existing equipment and entered into a new copier lease which was classified as an operating lease and expires in February, 2019. Lease payments are \$277 monthly. Minimum lease payments under the terms of the current lease are as follows as of June 30:

2015	\$ 3,324
2016	3,324
2017	3,324
2018	3,324
2019	<u>2,216</u>
Total	<u>\$ 15,512</u>

Copier lease expense of \$5,054 and \$4,452 is included in office expense for each of the years ended June 30, 2014 and 2013.

**NOTE 7. CONCENTRATION OF RISK**

The Alliance receives the majority of its support from a grant issued by the State of New Hampshire Department of Health and Human Services, Division of Mental Health and Developmental Services. Continuation of the Alliance's programs is contingent upon future funding from this agency.

**NOTE 8. REFUNDABLE ADVANCES**

Refundable advances were \$73,645 and \$61,361 as of June 30, 2014 and 2013, respectively. The amounts represent revenue received in advance of the services performed by the Alliance.

The Alliance must request preapproval from the Bureau of Behavioral Health (BBH), State of New Hampshire before spending these funds. If approval is not obtained, the funds must be returned to the State. As of June 30, 2014 and 2013, the Alliance had received approval for and spent \$7,947 and \$10,758, of prior year fund carryovers, respectively.

**NOTE 9. RELATED PARTY TRANSACTION**

The Alliance entered into a related party transaction with a family member of the Executive Director. For the years ended June 30, 2014 and 2013, repairs of \$520 and \$2,855 were made to the building on Islington Street in Portsmouth by the related party.

**NOTE 10. WAIVER OF LOAN COVENANT**

For the fiscal year ended June 30, 2014, the Alliance has received a waiver from the bank for the release of the loan covenants.

**NOTE 11. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 8, 2015 the date the financial statements were available for issuance.

**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**BUREAU OF BEHAVIORAL HEALTH (BBH) REFUNDABLE ADVANCE SCHEDULE  
FOR THE YEAR ENDED JUNE 30, 2014**

**Reconciliation of BBH Refundable Advance**

Total FY 2014 BBH funds received	\$ 237,828
Recognition of funds released by BBH	<u>7,947</u>
Total funds received	<u>245,775</u>
Less:	
BBH expenses	(225,951)
Principal debt payments	(8,669)
Approved building repairs	(559)
Approved training	<u>(7,388)</u>
Total approved expenses	<u>(242,567)</u>
Add:	
Non BBH expenses	338
Depreciation expense	<u>8,738</u>
Total nonapproved expenses	<u>9,076</u>
Change in refundable advance at June 30, 2014	<u>12,284</u>
Refundable advance balance at June 30, 2013	<u>61,361</u>
Refundable advance balance at June 30, 2014	<u>\$ 73,645</u>

**See Independent Auditors' Report**

**Seacoast Consumer Alliance Peer Support Center, Inc.**

**BOARD OF DIRECTORS**

**May 13, 2015**

**PRESIDENT**

**(Vacant)**

**Ruth Puza**

**VICE PRESIDENT**

**(vacant)**

**Carol Hollis**

**TREASURER**

**Bob Montgomery**

**Lori Mitchel**

**Mary Tulois**

**SECRETARY**

**Beth Flaherty**

**David Denis**

**Allegra May**

**Interim DIRECTOR**

**Hilary Clarke**

# HILARY CLARKE

## **WORK EXPERIENCE:**

### **Seacoast Consumer Advisory Peer Support Center, Inc.**

*Acting Director: November 2014 to present*

*Administrative Assistant: October 22, 2012 to November 2014*

### **Tri-City Consumers' Action Co-operative**

*Director: 2003 to Present.*

*Co-Director: 1999 to 2002.*

*Administrator and Facilitator: 1999.*

**Edgewood Centre:** worked with children.

## **EDUCATION:**

Castle College                      Business Administration 1995  
Portsmouth High  
Bethel Christian Academy

## **TRAINING:**

- IPS REFRESHER, MARCH 12 & 13, 2015
- WARMLINE, OCTOBER 7&8, 2014
- Conflict Resolution, 12/23/10
- Sexual Harassment Training, 02/10
- Training on Complaint Investigation, 09/18/09
- Intentional Peer Support Training, 2008
- Harassment Training, by Rie Perry, BBH 04/23/08
- Adult CPR, 3/27/07
- Defensive Driving Course w/Safety Council, 01/31/07
- Conflict Resolution Training, facilitated by Lorae Boisvert 10/11/06 & 11/07/06
- Peer Support Training, facilitated by Lorae Boisvert 09/13/06
- Stress Management, facilitated by Marty Fuller 09/25/06
- Warmline Training, facilitated by Lorae Boisvert 08/09/06
- Board Training, presented by Marty Jacobs 07/12/06
- Group Facilitation, by Lorae Boisvert 06/21/06
- Member Rights Training, facilitated by Ry Perry 05/05/06
- Sexual Harassment, facilitated by Marty Jacobs 04/06/06
- Peer Support Training, facilitated by Lorae Boisvert 02/09/06
- Olmstead Act, facilitated by Paula Ninivaggai 11/22/05
- Warm line Training, facilitated by Lorae Boisvert 11/01/05
- Evaluation on Peer Support, facilitated by Jean Campbell 09/05
- Benefits on SSDI, SSI, and Medicare, by Bill Brown of Granite State Independent Living, Inc. 08/17/05
- WRAP & Peer Support, facilitated by Sherry Mead 06/20/05 thru 06/24/05
- Employment Laws and How to Motivate Employees, 02/23/05 & 02/24/05
- Wellness Recovery Training, facilitated by Lorae Boisvert 04/04/05
- Conflict Resolution, facilitated by Lorae Boisvert 03/07/05

## KEY ADMINISTRATIVE PERSONNEL - FY2016

### SEACOAST CONSUMER ALLIANCE PEER SUPPORT AGENCY, INC.

Position	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director (Interim)	Hilary Clarke	1.00	\$ 35,360.00	\$ 35,360.00	100%

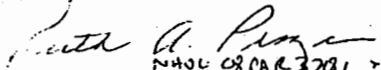

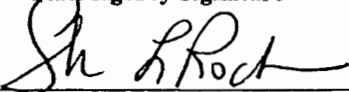
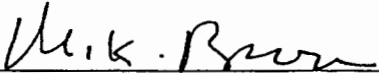
Subject: Peer Support Services

**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 Bureau of Behavioral Health		<b>1.2 State Agency Address</b> 105 Pleasant Street, Main Bldg. Concord, NH 03301	
<b>1.3 Contractor Name</b> Seacoast Consumer Alliance Peer Support Center, Inc.		<b>1.4 Contractor Address</b> 544 Islington Street Portsmouth, NH 03801	
<b>1.5 Contractor Phone Number</b> 603-427-6966	<b>1.6 Account Number</b> 05-95-92-920010-7011-102 05-95-92-920010-7143-102	<b>1.7 Completion Date</b> 06-30-2015	<b>1.8 Price Limitation</b> \$248,574.
<b>1.9 Contracting Officer for State Agency</b> Sheri L. Rockburn, Director, DHHS, DCBCS		<b>1.10 State Agency Telephone Number</b> 603-271-5000	
<b>1.11 Contractor Signature</b> RUTH PUZA PRES.-BOARD OF DIRECTORS →		<b>1.12 Name and Title of Contractor Signatory</b>  RUTH A. PUZA NHDC 08 MAR 2011 → 8/13/12	
<b>1.13 Acknowledgement: State of New Hampshire, County of Rockingham</b> On 5/9/14, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal]  x - Sept 22, 2015			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Matthew Romano, Notary of Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Sheri L. Rockburn, Director, DHHS, DCBCS	
<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:  On: 4/4/14			
<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: *[Signature]*  
Date: *5-9-14*

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A**  
**SCOPE OF WORK**  
**FY 2015**

**I. PEER SUPPORT SERVICES**

1. **Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

2. **Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

3. **State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

4. **Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

5. **Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

6. **Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

7. **Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

8. **Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:

- 8.3.1. Peer Support;
- 8.3.2. Warmline;
- 8.3.3. Facilitating Peer Support Groups;
- 8.3.4. Sexual Harassment; and
- 8.3.5. Member Rights.

8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.

8.4.1. In the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

- 8.4.2.1. Staff Development;
- 8.4.2.2. Supervision;
- 8.4.2.3. Performance Appraisals;
- 8.4.2.4. Employment Practices
- 8.4.2.5. Harassment;
- 8.4.2.6. Program Development;
- 8.4.2.7. Complaints and the Complaint Process; and
- 8.4.2.8.

Financial

Management.

Contractor Initials: *RL*  
Date: *5-9-14*

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. **Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. **Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. **Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. **Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. **Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. **Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;

13.1.2. Outreach;

13.1.3. Individual Peer Assistance;

13.1.4. Telephone Support during business hours;

13.1.5. A monthly Newsletter;

13.1.6. Wellness Training;

13.1.7. Community Education; and

13.1.8. Monthly Educational Events to members.

13.2. **Consumer** means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. **Guest** means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. **Member** means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. **Participant** means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.

13.6. **Peer Support** means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. **Telephone Support** means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. **Warmline** shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. **Wellness Training** is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

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13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

14.1. BBH Requirements for Board of Directors: The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, and BBH immediately.

14.3 Board of Director Job Descriptions: The Board of Director Members and Officers shall have written descriptions outlining their duties.

14.4. Board of Director Orientation: The Board of Directors shall have a documented Orientation Process and Manual.

14.5 Board of Director Trainings: The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;

14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;

14.6.3. Internal Control Procedures; and

14.6.4. Expense Reimbursement and Advance Policy.

14.7. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.


14.8 Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

14.9. Board of Director List: The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

14.10. Annual Board Elections: The process and results of annual board elections shall be documented and kept on file at the agency.

14.11. Change in Board of Director Membership: BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at SLAWRENCE@DHHS.STATE.NH.US at BBH.

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

Contractor Initials:   
Date: 5-9-14



16. **Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. **Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.

18. **Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

19. **Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

20. **Changes to Budget Personnel Form B:** The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

21. **DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

22. **Increase the Unduplicated Numbers Served:** In FY 2015 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2014. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2015 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2015 may jeopardize future funding increases.

23. **Purging of Member Lists:** Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

24. **Warm Line Services:** The Contractor shall provide peer support warm line services to geographic Regions 8 (Portsmouth area), 9 (Dover/Rochester area), and 10 (Derry/Salem area).

25. **Memorandum of Understanding:** Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2015.

26. **Commencement Date of Agreement:** The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.



**MEMORANDUM OF UNDERSTANDING**  
**FY 2015**

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and **Seacoast Consumer Alliance Peer Support Center, Inc.**, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2015. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

**I. PERFORMANCE DOMAINS**

**A. FISCAL DOMAIN**

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

**1. Current Ratio**

*Definition:* A measure of the Contractor's total current assets available to cover the cost of current liabilities.

*Formula:* Total current assets divided by total current liabilities.

*Performance Standard:* The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

**2. Accounts Payable**

*Definition:* The Contractors timeliness in paying invoices.


*Performance Standard:* The Contractor shall not have outstanding invoices greater than sixty (60) days.

**3. Budget Management**

*Definition:* Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

*Formula:* (*Revenues*) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (*Expenses*) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

*Performance Standard:* Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

Contractor Initials:   
Date: 5-9-14

**B. COMPLIANCE DOMAIN**

**1. Consumer Control**

**Rationale:** Peer Support Agencies are consumer run and controlled.

**Definition:** Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

**Source of Data:** BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

**2. Board Of Directors Development**

**Rational:** Members of the Board of Directors understand their roles and responsibilities.

**Definition:** There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

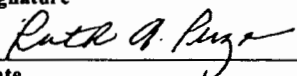
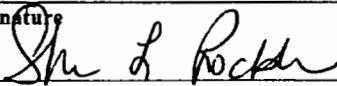
**Source of Data:** BBH quality assurance reviews and semi-annual review of the training conducted at the agency.


**II. REMEDIATION PROCESS**

**A. REMEDATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

**SCA FY15 MOU EXHIBIT A PSA**

Agency: Seacoast Consumer Alliance Peer Support Center, Inc.	DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health
Name/Title: RUTH A. PUZA PRES.	Name/Title: Sheri L. Rockburn, Director
Signature 	Signature 
Date 5-9-14	Date 5/23/14

Contractor Initials:   
Date: 5-9-14

**PEER SUPPORT SERVICES**

**FY2015 Contract 4**

**Fiscal Year / Quarter**

**Seacoast Consumer Alliance Peer Support Center(Portsmouth)**

**Hilary Clarke**

*Organization*

*Prepared By:*

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
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**I. MEMBERSHIP**

A1) Members 59 and under	235	8	8	8	259
A2) Members 60 and over	39	2	3	2	46
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	274	10	11	10	305

B1) New Members 59 and under (unduplicated within category at end of reporting period)	8	7	8	10	33
B2) New Members 60 and over (unduplicated within category at end of reporting period)	3	3	2	3	11

**II. PSA MEMBERS AND PARTICIPANTS SERVED**

A1)Unduplicated Members/Participants 59 and under (served in all programs)	80	20	8	11	119
A2) Unduplicated Members/Participants 60 and over (served in all programs)	22	6	5	6	39
A3) Unduplicated Members/Participants Served in All Programs	102	26	13	17	158

**III. PSA GUESTS SERVED**

A1) Number of Guests (unduplicated)	10	5	5	8	28
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**IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

A) Visitors (unduplicated members and participants only)	70	26	20	20	136
B) Total Visit Days (members and participants only)	1000	900	800	1000	3700
C) Average Daily Visits (# of visit days/number of days open in reporting period)	13	12	11	13	
D) Number of Daytime Hours Each Week	39	39	39	39	
E) Number of Evening Hours Each Week	5	5	5	5	
F) Number of Hours Open/Week (F=D+E)	44	44	44	44	
G) Number of Days the Program was Open in the Quarter	78	77	72	78	305
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	20	22	20	20	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	8	6	6	6	

**V. OUTREACH FACE TO FACE**

A) Total Number of Face to Face Contacts	225	120	120	129	594
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**VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH**

A) Total Peer Support Telephone Calls Made	50	30	40	30	150
B) Total Peer Support Telephone Calls Received	180	120	130	100	530

**VII. WARMLINE**

A) Total Warmline Telephone Calls Made	150	150	190	100	590
B) Total Warmline Telephone Calls Received	750	725	725	710	2910

**PEER SUPPORT SERVICES**

**FY2015**      **Contract 4**  
 Fiscal Year / Quarter

**Seacoast Consumer Alliance Peer Support Center(Portsmouth)**  
 Organization

**Hilary Clarke**  
 Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

**VIII. VOCATIONAL**

A) Members/Participants Who Receive Vocational Services (unduplicated)

9	8	9	9	35
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B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

1	1	1	1	4
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**IX. CRISIS RESPITE UTILIZATION**

A) Total Number of Days Person(s) Occupied a Bed(s)

0	0	0	0	0
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B) Number of Persons Served (unduplicated)

0	0	0	0	0
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C) Total Number of Admissions

0	0	0	0	0
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**X. TRANSITIONAL HOUSING**

A) Transitional Housing Persons Served (unduplicated)

0	0	0	0	0
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B) Referral Source:

b1) New Hampshire Hospital

0	0	0	0	0
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b2) Other Hospital

0	0	0	0	0
---	---	---	---	---

b3) Other

0	0	0	0	0
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B) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
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**XI. MONTHLY EVENTS**

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month	
Y	Y	Y	

B) Monthly Newsletters Y/N

Y	Y	Y	
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**XII. TRAINING**

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	4	0	4	8
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B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	0	0	0
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**XIII. AGENCY-OWNED TRANSPORTATION**

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

300	250	270	300	1120
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle


1620	1580	1600	1620	6420
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**EXHIBIT B**  
**METHODS OF PAYMENT**  
**FY 2015**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.
2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$6,000
Capital Expenditures	2,500
Retirement	1,872
Depreciation	2,901
<b>Total</b>	<b>\$13,273</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.
4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.
5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.
6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.
8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
  - 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

Contractor Initials:   
Date: 5-24-14

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$110,741

Federal Funds: \$137,833

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services

Program Title: Block Grants for Community Mental Health Services

Amount: \$137,833

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102

05-95-92-920010-7143-102

FY15 Exhibit B PSA SCA

Contractor Initials: *RL*  
Date: *5-9-14*

# Budget Form

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Seacoast Consumer Alliance Peer Support Center

Budget Request for: Consumer Peer Support  
(Name of RFP)

Budget Period: July 1, 2014-June 30, 2015

1. Total Salary/Wages	\$ 130,149.85	\$ 17,933.15	\$ 148,083.00	Includes 20% of ED time + 40% of administrative assistant time plus payroll taxes in the same proportion
2. Employee Benefits	\$ 16,930.73	\$ 4,106.27	\$ 21,037.00	Includes 20% of ED benefits + 40% of administrative assistant benefits
3. Consultants	\$ 5,640.00	\$ 3,760.00	\$ 9,400.00	Includes 40% bookkeeping/Accounting and payroll services
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 3,540.00	\$ 960.00	\$ 4,500.00	20% allocated to indirect
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 2,755.95	\$ 145.05	\$ 2,901.00	5% allocated to indirect based on building square footage dedicated to administration
5. Supplies:	\$ 4,103.00	\$ -	\$ 4,103.00	Includes building, other consumable supplies & food
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 312.50	\$ 937.50	\$ 1,250.00	75% allocated to indirect
6. Travel	\$ 10,440.00	\$ 1,200.00	\$ 11,640.00	50% staff travel allocated to indirect
7. Occupancy	\$ 20,957.00	\$ 1,103.00	\$ 22,060.00	5% allocated to indirect based on building square footage dedicated to administration
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,040.00	\$ 760.00	\$ 3,800.00	20% allocated to indirect
Postage	\$ 121.00	\$ 129.00	\$ 250.00	Allocation to indirect based on postage for mailing bills, contracts, etc.
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 4,200.00	\$ 2,800.00	\$ 7,000.00	40% allocated to indirect based on contractual audit requirements
Insurance	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00	20% allocated to indirect based on types of coverage
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 250.00	\$ -	\$ 250.00	
11. Staff Education and Training	\$ 6,000.00	\$ -	\$ 6,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 1,300.00	\$ -	\$ 1,300.00	Includes printing, dues, advertising
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 213,740.03</b>	<b>\$ 34,833.97</b>	<b>\$ 248,574.00</b>	

Indirect As A Percent of Direct

16.3%

Region: Region 8

Agency: Seacoast Consumer Alliance Peer Support Center, Inc.

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>					
401 Net client fees	0	0	0	0	0
402 HMO's	0	0	0	0	0
403 BC/BS	0	0	0	0	0
404 Medicaid	0	0	0	0	0
405 Medicare	0	0	0	0	0
406 Other insurance	0	0	0	0	0
411 Other program fees	0	0	0	0	0
Subtotal	0	0	0	0	0
<b>420 PROG. SALES</b>					
421 Production	0	0	0	0	0
422 Service	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>					
431 United Way	0	0	0	0	0
432 Local/County Government	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0
435 Other public support	0	0	0	0	0
436 DVR	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0
438 DCYF	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>					
441 Block Grants	137,833	0	137,833	0	0
442 Community Support Prog	0	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0	0
444 HUD	0	0	0	0	0
445 Other federal grants	0	0	0	0	0
446 PATH	0	0	0	0	0
447 CARE NH	0	0	0	0	0
448 MHSIP	0	0	0	0	0
450 RENTAL INCOME	0	0	0	0	0
460 INTEREST INCOME	0	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0	0
<b>480 BBH</b>					
481 Community Mental Health	110,741	0	81,591	29,150	0
482 Community Developmental Services	0	0	0	0	0
490 OTHER REVENUES	0	0	0	0	0
491 Other DBH (carry over)	0	0	0	0	0
Subtotal	248,574	0	219,424	29,150	0
500 GM Allocation	0	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	<b>248,574</b>	<b>0</b>	<b>219,424</b>	<b>29,150</b>	<b>0</b>



Region: Region 8

Agency: Seacoast Consumer Alliance Peer Support Center, Inc.

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>					
601 Salary & Wages	137,560	0	119,340	18,220	0
602 Employee Benefits	21,037	0	16,441	4,596	0
603 Payroll taxes	10,523	0	8,129	1,394	0
Subtotal	169,120	0	144,910	24,210	0
610 Client Wages	0	0	0	0	0
<b>620 PROFESSIONAL FEES</b>					
621 Substitute Staff	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0
624 Accounting	6,700	0	5,500	1,200	0
625 Audit Fees	7,000	0	5,600	1,400	0
626 Legal Fees	0	0	0	0	0
627 Other Professional Fees/Consult	2,700	0	2,160	540	0
<b>630 STAFF DEV &amp; TRNG.</b>					
631 Journals & Publications	0	0	0	0	0
632 In-Service Training	6,000	0	6,000	0	0
633 Conferences & Conventions	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0
<b>640 OCCUPANCY COSTS</b>					
641 Rent	0	0	0	0	0
642 Mortgage Payments	11,260	0	11,260	0	0
643 Heating Costs	2,500	0	2,500	0	0
644 Other Utilities	4,000	0	4,000	0	0
645 Maintenance & Repairs	1,800	0	1,800	0	0
646 Taxes	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0
<b>650 CONSUMABLE SUPPLIES</b>					
651 Office	1,250	0	1,250	0	0
652 Building/Household	1,250	0	1,250	0	0
653 Educational/Training	100	0	100	0	0
654 Production & Sales	0	0	0	0	0
655 Food	1,500	0	1,500	0	0
656 Medical	128	0	128	0	0
657 Other Consumable Supplies	1,125	0	1,125	0	0
<b>660 CAPITAL EXPENDITURES</b>					
665 DEPRECIATION	2,500	0	2,500	0	0
670 EQUIPMENT RENTAL	2,901	0	2,901	0	0
670 EQUIPMENT RENTAL	4,500	0	4,500	0	0
680 EQUIPMENT MAINTENANCE	0	0	0	0	0
Subtotal page	226,334	0	198,984	27,350	0

Region: Region 8

Agency: Seacoast Consumer Alliance Peer Support Center, Inc.

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Other Non-BBH 111f
Total Carried Forward	226,334	0	198,984	27,350	0
700 ADVERTISING	250	0	250	0	0
710 PRINTING	800	0	800	0	0
720 TELEPHONE/COMMUNICATIONS	3,800	0	2,000	1,800	0
730 POSTAGE/SHIPPING	250	0	250	0	0
<b>740 TRANSPORTATION</b>					
741 Board Members	240	0	240	0	0
742 Staff	2,400	0	2,400	0	0
743 Clients	9,000	0	9,000	0	0
744 Delivery Products	0	0	0	0	0
<b>750 ASSIST TO INDIVIDUALS</b>					
751 Client Services	0	0	0	0	0
752 Clothing	0	0	0	0	0
<b>760 INSURANCE</b>					
761 Malpractice & Bonding	1,000	0	1,000	0	0
762 Vehicles	1,200	0	1,200	0	0
763 Comprehensive Property & Liability	2,800	0	2,800	0	0
770 MEMBERSHIP DUES	500	0	500	0	0
800 OTHER EXPENDITURES	0	0	0	0	0
801 INTEREST EXPENSE	0	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0	0
TOTAL EXPENSES	248,574	0	219,424	29,150	0
900 ADMINISTRATIVE ALLOCATION	0	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	248,574	0	219,424	29,150	0
<b>SURPLUS/(DEFICIT)</b>					
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	(0)	0
Verification of Balancing s/b 0	(0)				



**EXHIBIT C**  
**SPECIAL PROVISIONS**  
**FY 2015**

**1. Add the following to Paragraph 1.:**

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

**2. Add the following to Paragraph 4.:**

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

**3. Add the following to Paragraph 6.:**

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

**4. Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

**5. Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.


8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

Contractor Initials:   
Date: 5-9-14

- 8.1.7. Failure to comply with any covenants or conditions in this Agreement.
- 8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
- 8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

**6. Add the following to Subparagraph 8.2.:**

- 8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

**7. Add the following to Paragraph 8.:**

- 8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

**8. Add the following to Paragraph 9.:**

- 9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

- 9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

- 9.5.1. The Income Statement shall be based on the accrual method of accounting.

- 9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:

- 9.5.2.1. Mortgage payments shall include both principal and interest;

- 9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.

- 9.5.2.3. Capital expenditures shall be included on the Form A.

- 9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

- 9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

- 9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

- 9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

- 9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

Contractor Initials: RP  
Date: 5-7-14

9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

**9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**10. Replace Paragraph 12. with the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

Contractor Initials: *RF*  
Date: *5-9-14*

**11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

**12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than \$500,000, replace Paragraph 14.1.1. with the following:**

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate; and

**13. Add the following to Paragraph 14.:**

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

**14. Add the following to Paragraph 20.:**

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

20.3.2. To make cash payments to intended recipients of health services.

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

20.3.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor Initials: *AP*  
Date: *5-9-14*

20.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

20.6. Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

20.6.1. All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

20.6.2. The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.3. Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.4. In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

20.6.5. Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

20.6.6. Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

20.6.7. Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

20.6.8. Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

20.6.8.1. Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

20.6.8.2. Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

20.7. The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials: *RP*  
Date: *5-29-14*



**20.8.** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**20.9.** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

**20.10.** The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

**20.11.** The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

**FY15 Exhibit C PSA**

Contractor Initials: *RR*  
Date: *5/21/14*

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials:   *LP*    
Date:   5/6/14

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

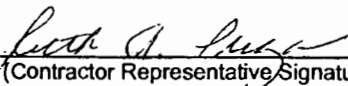
(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Seacoast Consumer Alliance PSC, Inc.	From: 7/1/2014 To: 6/30/2015
(Contractor Name)	(Period Covered by this Certification)

Ruth Puza, President
(Name & Title of Authorized Contractor Representative)

	5-6-14
(Contractor Representative Signature)	(Date)

Contractor Initials: RP  
 Date: 5/6/14

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
\*Temporary Assistance to Needy Families under Title IV-A
\*Child Support Enforcement Program under Title IV-D
\*Social Services Block Grant Program under Title XX
\*Medicaid Program under Title XIX
\*Community Services Block Grant under Title VI
\*Child Care Development Block Grant under Title IV

Contract Period: 07-01-14 through 06-30-15

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Ruth A. Puza
(Contractor Representative Signature)

Ruth Puza, President
(Authorized Contractor Representative Name & Title)

Seacoast Consumer Alliance PSC, Inc.
(Contractor Name)

5-6-14
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

<u><i>Ruth Puza</i></u> (Contractor Representative Signature)	Ruth Puza, President (Authorized Contractor Representative Name & Title)
Seacoast Consumer Alliance PSC, Inc. (Contractor Name)	5/6/14 (Date)

Contractor Initials: *RP*  
Date: 5/6/14


NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING**  
**THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
(Contractor Representative Signature)                      Ruth Puza, President  
(Authorized Contractor Representative Name & Title)

Seacoast Consumer Alliance PSC, Inc.                      5/6/14  
(Contractor Name)                      (Date)



NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
(Contractor Representative Signature)

Ruth Puza, President  
(Authorized Contractor Representative Name & Title)

Seacoast Consumer Alliance Peer Support Center, Inc.  
(Contractor Name)

5/6/14  
(Date)

## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

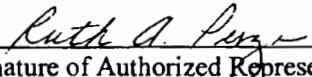
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Bureau of Behavioral Health  
The State Agency Name

Seacoast Consumer Alliance PSA, Inc.  
Name of the Contractor

  
Signature of Authorized Representative

  
Signature of Authorized Representative

Sheri L. Rockburn  
Name of Authorized Representative

Ruth Puza  
Name of Authorized Representative

Director  
Title of Authorized Representative

President  
Title of Authorized Representative

5/15/14  
Date

5/6/14  
Date



**New Hampshire Department of Health and Human Services  
Peer Support Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Peer Support Services Contract**

This first Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated May 19, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-City Consumers' Action Co-operative (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 36 Wakefield Street, Rochester, NH, 03867.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #97) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by one (1) year and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to June 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$406,993.
4. Delete in its entirety, Exhibit A Scope of Work FY 15 and replace with Exhibit A Amendment #1, Scope of Work.
5. Delete in its entirety, Memorandum of Understanding FY 2015.
6. Add Exhibit A-1 Statistics
7. Delete in its entirety, Exhibit B Methods of Payment FY 15 and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
8. Add Exhibit B-2, Budget Form
9. Add Exhibit B-3, Budget Form A – Revenue and Expense Report
10. Add Exhibit B-4, Budget Form C - Capital Expenditure Report





**New Hampshire Department of Health and Human Services  
Peer Support Services**

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11. Delete in its Entirety Exhibit C Special Provisions FY 2015 and replace with Exhibit C Amendment #1 Special Provisions.
12. Add Exhibit C-1, Revisions to General Provisions.
13. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, by extending the end date to June 30, 2016.
14. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to June 30, 2016.
15. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Peer Support 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,

State of New Hampshire  
Department of Health and Human Services

5/28/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Tri-City Consumers' Action Co-operative

5/19/15  
Date

Sharon P. Reynolds  
NAME  
TITLE President

Acknowledgement:  
State of New Hampshire, County of Stratford on May 20, 2015 before the undersigned officer, personally appeared the person identified above, who acknowledged himself/herself to be the President, 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

Martha Hewitt  
Name and Title of Notary or Justice of the Peace

MARTHA HEWITT  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
March 6, 2018



New Hampshire Department of Health and Human Services  
Peer Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/3/15

[Signature]  
Name: Megan Kelly  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #1

Scope of Services

**I. PEER SUPPORT SERVICES**

**1. Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages, Exhibit A-1 Statistics. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.

**2. Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.

**3. State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.

**4. Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

**5. Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.

**6. Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.

**7. Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.

**8. Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.

**8.1.** Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.

**8.2.** Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.

**8.3.** The Contractor shall obtain and provide the following training for staff on an annual basis:

**8.3.1.** Peer Support;

**8.3.2.** Warmline;

**8.3.3.** Facilitating Peer Support Groups;

**8.3.4.** Sexual Harassment; and

**8.3.5.** Member Rights.

**8.4.** The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.



Exhibit A Amendment #1

8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.

8.4.2. Administrative staff, including the Director, shall participate in trainings on:

8.4.2.1. Staff Development;

8.4.2.2. Supervision;

8.4.2.3. Performance Appraisals;

8.4.2.4. Employment Practices

8.4.2.5. Harassment;

8.4.2.6. Program Development;

8.4.2.7. Complaints and the Complaint Process; and

8.4.2.8. Financial Management.

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

**9. Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

**10. Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

**11. Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

**12. Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

**13. Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

**13.1. Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;

13.1.2. Outreach;

13.1.3. Individual Peer Assistance;

13.1.4. Telephone Support during business hours;

13.1.5. A monthly Newsletter;



Exhibit A Amendment #1

- 13.1.6. Wellness Training;
  - 13.1.7. Community Education; and
  - 13.1.8. Monthly Educational Events to members.
- 13.2. Consumer means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.
- 13.3. Guest means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.
- 13.4. Member means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.
- 13.5. Participant means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.
- 13.6. Peer Support means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.
- 13.7. Telephone Support means peer support provided to members and participants or to others who contact the agency during business hours.
- 13.8. Warmline shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.
- 13.9. Wellness Training is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.
- 13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.
- 13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.
- 13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.
- 13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.
- 13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.
- 13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.
- 13.16. State Fiscal Year means the period from July 1 through June 30.
- 13.17. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.

14. **Board of Director Criteria:** The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

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Exhibit A Amendment #1

- 14.1. BBH Requirements for Board of Directors:** The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.
- 14.2. NH Division of Charitable Trusts Requirements for Board of Directors:** If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, **and** BBH immediately.
- 14.3 Board of Director Job Descriptions:** The Board of Director Members and Officers shall have written descriptions outlining their duties.
- 14.4. Board of Director Orientation:** The Board of Directors shall have a documented Orientation Process and Manual.
- 14.5 Board of Director Trainings:** The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.
- 14.6. Board of Director Fiduciary Responsibilities:** The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:
- 14.6.1.** Cash Management including cash receipts, cash disbursements, and petty cash;
  - 14.6.2.** Accounts Payable/Receivable Procedures, payroll, and fixed assets;
  - 14.6.3.** Internal Control Procedures; and
  - 14.6.4.** Expense Reimbursement and Advance Policy.
- 14.7. Open Board of Director Meetings:** Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.
- 14.8 Board of Director Minutes:** The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH or her designee.
- 14.9. Board of Director List:** The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 14.10. Annual Board Elections:** The process and results of annual board elections shall be documented and kept on file at the agency.
- 14.11. Change in Board of Director Membership:** BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH or her designee.
- 15. Planning and Advisory Activities:** The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.
- 16. Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 17. Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.
- 18. Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

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*5/19/15*



Exhibit A Amendment #1

**19. Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

**20. Changes to Budget Personnel Form B:** The Contractor will complete Budget Personnel Form B, a pre-printed form provided by the Department. The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

**21. DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

**22. Increase the Unduplicated Numbers Served:** In State Fiscal Year 2016, the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported during April 1, 2015 through June 30, 2015. This will be achieved in accordance with the written plan outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in State Fiscal Year 2016 may jeopardize future funding increases.

**23. Purging of Member Lists:** Beginning in State Fiscal Year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

**II. PERFORMANCE DOMAINS**

The Contractor will cooperate with BBH in measuring the Contractor's performance. The Department will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Performance Domain Indications in Section 1 below, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. The Department will notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Domain Indicators, the Department will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor will work with the Department to develop solution plans to assist the Contractor in achieving compliance.





Exhibit A Amendment #1

1. Performance Domain Indicators

A. FISCAL DOMAIN

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

1. Current Ratio

**Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.

**Formula:** Total current assets divided by total current liabilities.

**Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

2. Accounts Payable

**Definition:** The Contractors timeliness in paying invoices.

**Performance Standard:** The Contractor shall not have outstanding invoices greater than sixty (60) days.

3. Budget Management

**Definition:** Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

**Formula:** **(Revenues)** Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. **(Expenses)** Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

**Performance Standard:** Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

B. COMPLIANCE DOMAIN

1. Consumer Control

**Rationale:** Peer Support Agencies are consumer run and controlled.

**Definition:** Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

**Source of Data:** BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

2. Board Of Directors Development

**Rational:** Members of the Board of Directors understand their roles and responsibilities.

**Definition:** There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

**Source of Data:** BBH quality assurance reviews and semi-annual review of the training conducted at the agency.



**2. REMEDIATION PROCESS**

**A. REMEDATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

**PEER SUPPORT SERVICES**

**FY2016 Contract 4**  
Fiscal Year / Quarter

**Tri-City Consumers' Action Co-operative**  
Agency Name - Site

**Martha Jo Hewitt**  
Prepared By:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
<b>MEMBERSHIP</b>					
A1) Members 59 and under	252	23	24	25	324
A2) Members 60 and over	40	6	7	8	61
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	292	29	31	33	385
<b>B1) New Members 59 and under (unduplicated within category at end of reporting period)</b>					
	20	21	22	23	86
<b>B2) New Members 60 and over (unduplicated within category at end of reporting period)</b>					
	5	6	7	8	26
<b>PSA MEMBERS AND PARTICIPANTS SERVED</b>					
A1) Unduplicated Members/Participants 59 and under (served in all programs)	193	77	43	45	358
A2) Unduplicated Members/Participants 60 and over (served in all programs)	6	7	6	7	26
A3) Unduplicated Members/Participants Served in All Programs	199	84	49	52	384
<b>PSA GUESTS SERVED</b>					
A) Number of Guests (unduplicated)	65	68	71	75	279
<b>ON-SITE PEER SUPPORT PROGRAM UTILIZATION</b>					
A) Visitors (unduplicated members and participants only)	58	61	64	67	250
B) Total Visit Days (members and participants only)	1262	1325	1391	1461	5439
C) Average Daily Visits (# of visit days/number of days open in reporting period)	14	14	15	16	
D) Number of Daytime Hours Each Week	44	44	44	44	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open PerWeek (F=D+E)	44	44	44	44	
G) Number of Days the Program was Open in the Quarter	93	93	93	93	372
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	18	19	20	21	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	9	10	11	12	
<b>OUTREACH FACE TO FACE</b>					
A) Total Number of Face to Face Contacts	49	51	54	57	211
<b>DAYTIME TELEPHONE PEER SUPPORT</b>					
A) Total Telephone Peer Support Calls Made	75	79	83	87	324
B) Total Telephone Peer Support Calls Received	148	155	163	171	637
<b>WARMLINE</b>					
A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0
<b>VOCATIONAL</b>					
A) Members/Participants Who Receive Vocational Services (unduplicated)	19	20	21	22	82
B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)	1	2	2	2	7
<b>CRISIS RESPITE UTILIZATION</b>					
A) Total Number of Days Person(s) Occupied a Bed(s)	0	0	0	0	0
B) Number of Persons Served (unduplicated)	0	0	0	0	0
C) Total Number of Admissions	0	0	0	0	0
<b>TRANSITIONAL HOUSING</b>					
A) Transitional Housing Persons Served (unduplicated)	0	0	0	0	0
B) Referral Source:					
b1) New Hampshire Hospital	0	0	0	0	0
b2) Other Hospital	0	0	0	0	0
b3) Other	0	0	0	0	0

C) Total Number of Transitional Housing bed days per quarter

0	0	0	0	0
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**PERMANENT HOUSING**

A) Permanent Housing Members Served (Unduplicated)

0	0	0	0	0
---	---	---	---	---

B) Total Number of Permanent Housing bed days utilized by members per quarter

0	0	0	0	0
---	---	---	---	---

**MONTHLY EVENTS**

A) Monthly Educational Events Y/N

1st Month	2nd Month	3rd Month		
Y	Y	Y		

B) Monthly Newsletters Y/N

Y	Y	Y		
---	---	---	--	--

**TRAINING**

**REQUIRED BI-ANNUALLY**

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

0	0	4	0	4
---	---	---	---	---

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

0	0	4	0	4
---	---	---	---	---

**REQUIRED ANNUALLY**

A) Members/Participants/Staff trained in Warmline (unduplicated)

0	0	4	0	4
---	---	---	---	---

B) Members/Participants/Staff trained in Sexual Harassment (Unduplicated)

0	0	4	0	4
---	---	---	---	---

C) Members/Participants/Staff trained in Member Rights (Unduplicated)

0	0	4	0	4
---	---	---	---	---

**AGENCY-OWNED TRANSPORTATION**

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

667	700	735	772	2874
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B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

4472	4696	4931	49	14148
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**Method and Conditions Precedent to Payment**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.

2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$8,750
Retirement	\$1,770
<b>Total</b>	<b>\$10,520</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.

4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.

5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.

6. Payment for contracted services will be made based on budget identified as Exhibits B-2. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

7. The Contractor shall deposit funds identified as depreciation in, Exhibit B-3, Budget Form A - Revenue and Expense Report, into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.



Exhibit B Amendment #1

8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
- 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.
9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.
10. After each quarter of the contract, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.
- 10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the quarter, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.
  - 10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.
  - 10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.
11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.
12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

CFDA #: 93.958  
Federal Agency: U.S. Department of Health and Human Services  
Program Title: Block Grants for Community Mental Health Services

SLR

5/11/15

# Budget Form

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Tri-City Consumer Cooperative

Budget Request for: Consumer Peer Support Services  
(Name of RFP)

Budget Period: July 1, 2015 - June 30, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 85,871.00	\$ 14,000.00	\$ 99,871.00	E.D. admin. duties = 35%
2. Employee Benefits	\$ 25,183.00	\$ 2,034.00	\$ 27,217.00	E.D. benefits calc. = 35%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 2,400.00	\$ -	\$ 2,400.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 4,225.00	\$ -	\$ 4,225.00	
6. Travel	\$ 7,100.00	\$ -	\$ 7,100.00	
7. Occupancy	\$ 26,087.00	\$ 2,120.00	\$ 28,207.00	E.D. admin office space = FTE
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 2,080.00	\$ 1,120.00	\$ 3,200.00	E.D. admin. phone use 35%
Postage	\$ 600.00	\$ -	\$ 600.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 4,600.00	\$ -	\$ 4,600.00	
Insurance	\$ 5,433.00	\$ 1,255.00	\$ 6,688.00	E.D. liability only calc. = 35%
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 8,750.00	\$ -	\$ 8,750.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ 500.00	\$ -	\$ 500.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 172,829.00</b>	<b>\$ 20,529.00</b>	<b>\$ 193,358.00</b>	

Indirect As A Percent of Direct

11.9%





Exhibit B-3, Budget Form A - Revenue and Expense Report

Operative Account	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
	99,871	0	99,871	0
	19,576	0	19,576	0
	7,640	0	7,640	0
	127,088	0	127,088	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	4,600	0	4,600	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	8,750	0	8,750	0
	0	0	0	0
	0	0	0	0
	24,504	0	24,504	0
	0	0	0	0
	0	0	0	0
	3,103	0	3,103	0
	600	0	600	0
	0	0	0	0
	0	0	0	0
	1,800	0	1,800	0
	1,591	0	1,591	0
	0	0	0	0
	0	0	0	0
	300	0	300	0
	0	0	0	0
	535	0	535	0
	0	0	0	0
	0	0	0	0
	2,400	0	2,400	0
	0	0	0	0
	175,270	0	175,270	0

Expense Report

Contractor Initials: *SLG*  
 Date: *5/19/15*

Exhibit B-3, Budget Form A - Revenue and Expense Report

Operative Account	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
	175,270	0	175,270	0
	0	0	0	0
	0	0	0	0
	3,200	0	3,200	0
	600	0	600	0
	0	0	0	0
	1,000	0	1,000	0
	6,100	0	6,100	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	1,244	0	1,244	0
	1,858	0	1,858	0
	3,586	0	3,586	0
	0	0	0	0
	500	0	500	0
	0	0	0	0
	0	0	0	0
	193,358	0	193,358	0
	0	0	0	0
<b>NSES</b>	193,358	0	193,358	0
Account (e.g. 49 - 116)	0	0	0	0
	0			

Expense Report

Contractor Initials: SLR  
 Date: 3/19/18





**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 Contractor's 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.

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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

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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.





**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. **Add the following to Paragraph 1.:**

**1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

4. **Add the following to Paragraph 4.:**

**4.1.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be



made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

**4.2.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

**5. Add the following to Paragraph 6.:**

**6.4. 6.5.** The Contractor shall comply with proposed treatment and prevention rules.

**6. Add the following to Paragraph 7.:**

**7.4.** Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

**7.5.** No officer, director or employee of the Contractor, shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

**7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

**7.5.2.** Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

**7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

**7. Replace Subparagraphs 8.1. through 8.1.3. with the following:**

**8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

**8.1.1.** Failure to perform the services satisfactorily or on schedule during the Agreement term.

**8.1.2.** Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

**8.1.3.** Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

**8.1.4.** Failure to either justify or correct material findings noted in a BBH financial review.

**8.1.5.** Failure to comply with any applicable rules of the Department.

**8.1.6.** Failure to expend funds in accordance with the provisions of this Agreement.

**8.1.7.** Failure to comply with any covenants or conditions in this Agreement.

**8.1.8.** Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.

**8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.

**8.1.10.** Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

**8. Add the following to Subparagraph 8.2.:**

**8.2.5.** Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

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**9. Add the following to Paragraph 8.:**

**8.3.** Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

**10. Add the following to Paragraph 9.:**

**9.4.** The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

**9.5.** The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

**9.5.1.** The Income Statement shall be based on the accrual method of accounting.

**9.5.2.** The Exhibit B-3, Form A – Revenue and Expense Report shall be based on a modified accrual method of accounting. Modifications include the following:

**9.5.2.1.** Mortgage payments shall include both principal and interest;

**9.5.2.2.** Depreciation shall only be included on the Exhibit B-3, Form A – Revenue and Expense Report) when it is included in the approved contract budget.

**9.5.2.3.** Capital expenditures shall be included on the Exhibit B-3, Form A – Revenue and Expense Report and Exhibit B-4, Budget Form C-Capital Expenditure Report.

**9.6.** The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

**9.7.** The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

**9.8.** The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

**9.9.** The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

**9.10.** On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

**9.11.** Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

**11. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

**10.2.** In the event of termination under Paragraph 10., of these General Provisions the approval

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of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

**10.3.** In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**12. Amend Paragraph 12. by adding the following:**

**ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

**12.1.** The Contractor shall not enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

**12.2.** If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

**12.3.** The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

**12.4.** The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.5.** Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

**12.6.** In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

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- 13. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**  
**13.2.** The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.
- 14. Replace Paragraph 14.1.1. with the following:**  
**14.1.1.** Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) in aggregate; and
- 15. Add the following to Paragraph 14.:**  
**14.1.3.** A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.  
**14.1.4.** Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.  
**14.1.5.** Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.  
**14.3.** The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 16. Add the following to Paragraph 20.:**  
**20.1.** The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.  
**20.2.** Community Support Program funds are to be used for:  
**20.2.1.** Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.  
**20.2.2.** Travel directly related to carrying out activities under the approved project.  
**20.2.3.** Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not to be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.  
**20.3.** Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:  
**20.3.1.** To provide inpatient services.  
**20.3.2.** To make cash payments to intended recipients of health services.  
**20.3.3.** To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.  
**20.3.4.** To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or  
**20.3.5.** To provide services to persons at local jails or any correctional facility.  
**20.420.5.** In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services



Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

**20.6.** Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

**20.6.1.** All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

**20.6.2.** The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.3.** Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

**20.6.4.** In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

**20.6.5.** Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

**20.6.6.** Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

**20.6.7.** Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

**20.6.8.** Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

**20.6.8.1.** Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

**20.6.8.2.** Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

**20.7.** The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit



that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

**20.8.** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**20.9.** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

**20.10.** The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

**20.11.** The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.



**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

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

*5/19/15*





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:

5/19/15  
Date

Sharon Reynolds  
Name: Sharon Reynolds  
Title: President  
Tri-City Consumers'  
Action Co-Operative



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Dept. of Health & Human Servs  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/28/15  
Date

Tri - City Consumers Action Cooperative  
Name of the Contractor

Sharon Reynolds  
Signature of Authorized Representative

Sharon Reynolds  
Name of Authorized Representative

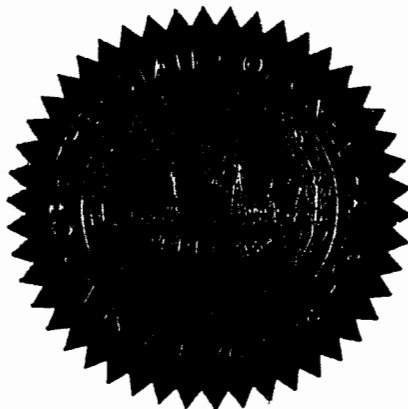
President  
Title of Authorized Representative

5/19/15  
Date

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-CITY CONSUMERS' ACTION CO-OPERATIVE is a New Hampshire Consumer Cooperative Association formed under RSA 301-A on December 30, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8<sup>th</sup> day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "Wm. Gardner".

William M. Gardner  
Secretary of State



# *CERTIFICATE OF VOTE*

I, Elaine Weatherbee, do hereby certify that:

1. I am the duly elected Clerk of Tri-City Consumers' Action Co-Operative
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 16, 2015.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

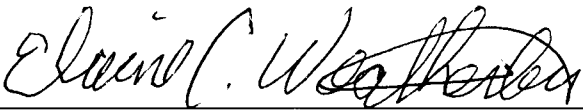
**To Provide: Peer Support Services**

**RESOLVED:** That the President hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 16,, 2015.

4. Sharon Reynolds is duly elected President of the Corporation.

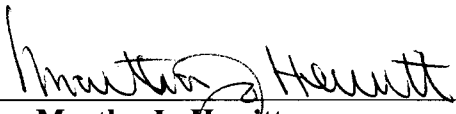
(Seal)  
(Corporation)

  
\_\_\_\_\_  
(Signature of Board Secretary)

State of New Hampshire

County of Strafford

The foregoing instrument was acknowledged before me this 20 day of May, 2015 by Elaine Weatherbee.

  
\_\_\_\_\_  
Name: **Martha Jo Hewitt**  
Title: Notary Public/Justice of the Peace

(Seal)  
(Notary Public)

Commission Expires: March 6, 2018

**MARTHA HEWITT**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
March 6, 2018

Client#: 36350

TRICO3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: People's United Ins. Agency NH, 501 Islington Street, 3rd Fl., Portsmouth, NH 03801. CONTACT NAME: Anna Gallant, PHONE: 603 427-7534, FAX: (A/C, No):, E-MAIL ADDRESS: Anna.Gallant@peoples.com. INSURER(S) AFFORDING COVERAGE: INSURER A: American States Insurance Compa (NAIC #: 19704), INSURER B: ACE American Insurance Company (22667), INSURER C: General Insurance Company of Am (24732), INSURER D: National Casualty Company (11991), 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (LIMITS: \$1,000,000), A AUTOMOBILE LIABILITY (LIMITS: \$1,000,000), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (LIMITS: \$500,000), C Professional (LIMITS: 1,000,000/3,000,000), D Directors/Of (LIMITS: 1,000,000), A Commercial P (LIMITS: 50,000).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Workers Compensation coverage excludes coverage for Board of directors.

CERTIFICATE HOLDER: Bureau of Behavioral Health, Att: Sandy Lawrence, Main Bldg. Rm.214S, Contract Management 105 Pleasant St, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Anna Gallant.



**Tri-City Consumers' Action Co-Operative (Tri-City Co-Op)**  
**36 Wakefield Street**  
**Rochester NH 03867**  
**(603) 948-1043**  
**[tricitycoop@metrocast.net](mailto:tricitycoop@metrocast.net)**

**MISSION STATEMENT**  
**10/2011**

We are dedicated to providing an alternative, non-medical approach to wellness and recovery. We offer a non-judgmental, non-critical, safe, supportive and educational environment for individuals struggling and recovering with a variety of mental health issues. Staff and members share leadership and decision making. This agency is a place where people practice relational skills, patience, respect and tolerance for diversity. Members learn to see themselves as citizens of the greater community.

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE  
FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION  
Years Ended June 30, 2014 and 2013

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# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
FAX# (603) 226-3532

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors  
Tri-City Consumers' Action Co-Operative  
Rochester, New Hampshire

We have audited the accompanying financial statements Tri-City Consumers' Action Co-operative (a New Hampshire nonprofit corporation), which comprises the statements of financial position as of June 30, 2014 and 2013 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

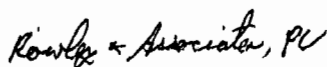
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-City Consumers' Action Co-Operative as of June 30, 2014 and 2013 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

  
\_\_\_\_\_

Rowley & Associates, P.C.  
Concord, New Hampshire  
August 28, 2014

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2014 AND 2013**

<b>ASSETS</b>	<b>2014</b>	<b>2013</b>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents, non-BBH refundable	\$ 39,651	\$ 40,695
Cash and cash equivalents, BBH refundable	11,173	21,008
Cash, temporarily restricted	760	5,000
Deposits	1,650	1,650
Prepaid expenses	9,568	8,102
<b>Total Current Assets</b>	<b>62,802</b>	<b>76,455</b>
<b>PROPERTY AND EQUIPMENT, at cost</b>		
Vehicles	19,830	19,830
Furniture and fixtures	15,688	11,448
<b>Total property &amp; equipment</b>	<b>35,518</b>	<b>31,278</b>
Less accumulated depreciation	30,151	29,534
	<u>5,367</u>	<u>1,744</u>
<b>Total Assets</b>	<b>68,169</b>	<b>78,199</b>
 <b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	5,247	2,861
Accrued expenses	10,092	10,623
Refundable BBH advance	11,173	21,008
<b>Total Current Liabilities</b>	<b>26,512</b>	<b>34,492</b>
 <b>NET ASSETS</b>		
Unrestricted	40,897	38,707
Temporarily restricted	760	5,000
	<u>41,657</u>	<u>43,707</u>
<b>Total Liabilities and Net Assets</b>	<b>\$ 68,169</b>	<b>\$ 78,199</b>

See Independent Auditors' Report and Notes to Financial Statements



**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**YEAR ENDED JUNE 30, 2014**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income	\$ 162,461	\$ -	\$ 162,461
Donations	2,108	-	2,108
Donations, non-cash	88	-	88
Interest income	1	-	1
Total support and revenue	<u>164,658</u>	<u>-</u>	<u>164,658</u>
Net assets released from donor imposed restrictions	<u>4,240</u>	<u>(4,240)</u>	<u>-</u>
<b>PROGRAM EXPENSES</b>			
Wages	\$ 89,007	\$ -	\$ 89,007
Payroll taxes	9,868	-	9,868
Employee benefits	6,614	-	6,614
Retirement plan expense	1,770	-	1,770
Rent	22,230	-	22,230
Office supplies	1,693	-	1,693
Building supplies	1,407	-	1,407
Food and other consumable supplies	726	-	726
Telephone	1,645	-	1,645
Utilities	4,831	-	4,831
Insurance	6,344	-	6,344
Repairs and maintenance	630	-	630
Audit fees	4,336	-	4,336
Transportation and travel	6,825	-	6,825
Member training	4,809	-	4,809
Depreciation	617	-	617
Postage	591	-	591
Equipment rental	2,337	-	2,337
Miscellaneous	428	-	428
Total program expenses	<u>166,708</u>	<u>-</u>	<u>166,708</u>
Increase (decrease) in net assets	2,190	(4,240)	(2,050)
Net assets, beginning of year	<u>38,707</u>	<u>5,000</u>	<u>43,707</u>
Net assets, end of year	<u>\$ 40,897</u>	<u>\$ 760</u>	<u>\$ 41,657</u>

See Independent Auditors' Report and Notes to Financial Statements

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**YEAR ENDED JUNE 30, 2013**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income	\$ 153,843	\$ -	\$ 153,843
Donations	646	5,000	5,646
Donations, non-cash	176	-	176
Interest income	12	-	12
Total support and revenue	<u>154,677</u>	<u>5,000</u>	<u>159,677</u>
<b>PROGRAM EXPENSES</b>			
Wages	\$ 90,623	\$ -	\$ 90,623
Payroll taxes	8,575	-	8,575
Employee benefits	6,058	-	6,058
Retirement plan expense	1,770	-	1,770
Rent	22,868	-	22,868
Office supplies	1,797	-	1,797
Building supplies	1,310	-	1,310
Food and other consumable supplies	251	-	251
Telephone	1,594	-	1,594
Utilities	4,674	-	4,674
Insurance	5,157	-	5,157
Repairs and maintenance	576	-	576
Audit fees	4,200	-	4,200
Transportation and travel	6,216	-	6,216
Member training	6,359	-	6,359
Depreciation	940	-	940
Postage	655	-	655
Equipment rental	2,277	-	2,277
Printing	-	-	-
Miscellaneous	566	-	566
Total program expenses	<u>166,466</u>	<u>-</u>	<u>166,466</u>
Increase (decrease) in net assets	(11,789)	5,000	(6,789)
Net assets, beginning of year	<u>50,496</u>	<u>-</u>	<u>50,496</u>
Net assets, end of year	<u>\$ 38,707</u>	<u>\$ 5,000</u>	<u>\$ 43,707</u>

See Independent Auditors' Report and Notes to Financial Statements

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE  
STATEMENTS OF CASH FLOWS  
YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Decrease in net assets, current year	\$ (2,050)	\$ (6,789)
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Change in restricted cash	4,240	(5,000)
Depreciation	617	940
(Increase) decrease in operating assets:		
Deposits	-	1,700
Prepaid expenses	(1,466)	(2,864)
Increase (decrease) in operating liabilities:		
Accounts payable	2,386	(1,384)
Accrued expenses	(531)	4,868
Refundable BBH advance	(9,835)	(8,287)
Net cash used by operating activities	<u>(6,639)</u>	<u>(16,816)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of fixed assets	<u>(4,240)</u>	<u>(1,297)</u>
Net decrease in unrestricted cash	(10,879)	(18,113)
Unrestricted Cash and Cash Equivalents, Beginning of Year	<u>61,703</u>	<u>79,816</u>
Unrestricted Cash and Cash Equivalents, End of Year	<u>\$ 50,824</u>	<u>\$ 61,703</u>
<b>SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION</b>		
Non-cash donations	<u>\$ 88</u>	<u>\$ 176</u>

See Independent Auditors' Report and Notes to Financial Statements

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2014 and 2013**

**NOTE 1 NATURE OF ORGANIZATION**

Tri-City Consumers' Action Co-Operative (the Co-op) is a nonprofit organization incorporated under the laws of the State of New Hampshire on December 30, 1994. The Co-op's purpose is to provide a peer support center for its members. Members include persons with professional or self-diagnosed mental illness issues. The goals of the Co-op are to enhance a path to recovery, independence and personal wellness by reducing crises due to symptoms of mental wellness issues. The center's focus is on teaching members mental wellness management skills.

The Co-op provides daily workshops in wellness management, individual peer assistance, telephone support, transportation, monthly newsletter and educational events designed to help members increase their mental wellness.

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES**

The summary of significant accounting policies of the Co-op is presented to assist in understanding the organization's financial statements. The financial statements and notes are representations of the Co-op's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

**Basis of Accounting**

The financial records for the Co-op are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

**Financial Statement Presentation**

Basis of Presentation: The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

**Unrestricted net assets** are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. The Co-op had \$40,897 and \$38,707 in unrestricted net assets as of June 30, 2014 and 2013, respectively.

**Temporarily restricted net assets** are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Co-op. The Co-op had \$760 and \$5,000 in restricted net assets as of June 30, 2014 and 2013, respectively.

**Permanently restricted net assets** include those assets for which donor imposed restrictions stipulate that the asset be permanently maintained by the Co-op. The Co-op had no permanently restricted net assets as of June 30, 2014 and 2013.

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2014 and 2013**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Cash equivalents**

For purposes of the statement of cash flows, the Co-op considers cash on hand, deposits in banks and investments to be cash equivalents.

**Support and revenue**

The Co-op receives over 99% of its income from the State of New Hampshire Department of Health and Human Services, Bureau of Behavioral Health in the form of grants. The remainder of its income is derived from donations, members and interest on saving accounts.

**Property and Equipment**

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight line basis over the useful lives of the assets as listed below. Depreciation expense was \$ 617 and \$940 for the years ended June 30, 2014 and 2013, respectively. Expenditures for repairs and maintenance are expensed when incurred.

Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

**Functional allocation of items**

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

**Accounts Receivable**

Accounts receivable are comprised of amounts due from customers for services provided. The Co-op considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

**Use of estimates**

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2014 and 2013**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Income tax status**

The Co-op is a not-for-profit corporation under Section 501(c) (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

**In-Kind Contributions**

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to the Co-op's program services. These services are not included in donated materials and services because the value has not been determined.

**Donated Materials and Services**

It is the intent of the Co-op to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2014 and 2013, there were no donated goods or services.

**NOTE 3 VACATIONS AND SICK PAY PAYABLE**

The Co-op has accrued a liability for future compensated vacation leave time that its employees have earned and which is vested with the employees. Accrued vacation time as of June 30, 2014 and 2013 was \$2,355 and \$3,275, respectively.

**NOTE 4 EMPLOYEE TAX SHELTERED ANNUITY PLAN**

The Co-op maintains a Section 403-b tax sheltered annuity plan for eligible employees. For the years ended June 30, 2014 and 2013 respectively, the Co-op contributed \$1,770 and \$1,770 to this defined contribution plan, respectively.

**NOTE 5 REFUNDABLE BBH ADVANCE**

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, The Co-op is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$11,173 and \$21,008 for the years ended June 30, 2014 and 2013, respectively.

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2014 and 2013**

**NOTE 6 TAX EXEMPT STATUS**

The Co-op is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2013, 2012, and 2011 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

**NOTE 7 LEASE COMMITMENTS AND RENTAL EXPENSE**

The Co-op had rental expenses of \$22,230 and \$22,868 for the years ended June 30, 2014 and 2013, respectively.

The Co-op entered into a five year lease agreement on July 1, 2010. Required future minimum payments for the years ended June 30 are:

2015	<u>\$ 23,340</u>
------	------------------

**NOTE 8 FAIR VALUE MEASUREMENTS**

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Co-op is required to disclose certain information about its financial assets and liabilities. As of June 30, 2014 and 2013 the Co-op had no financial instruments subject to the disclosure requirements. Cash and cash equivalents, accounts receivable, pledges receivable, accounts payable and accrued expenses reported in the statement of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2014 and 2013**

**NOTE 9 SUBSEQUENT EVENTS**

Consideration has been given to determine if any events that occurred subsequent to the financial statement date, June 30, 2014 and prior to the report date, August 28, 2014, of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

**NOTE 10 TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets consisted of the following as of June 30:

	<u>2014</u>	<u>2013</u>
Funds for Handicap Ramp	<u>\$760</u>	<u>\$5,000</u>



# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
FAX # (603) 226-3532

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors  
Tri-City Consumers' Action Co-Operative  
Rochester, New Hampshire

Our report on our audit of the basic financial statements of Tri-City Consumers' Action Co-Operative as of and for the years ended June 30, 2014 and 2013 our report dated August 28, 2014, which expressed an unmodified opinion on those financial statements, appears on page one. 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.

---

Rowley & Associates, P.C.  
Concord, New Hampshire  
August 28, 2014

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**STATEMENTS OF ACTIVITIES**  
**BY STATE APPROVED BBH FUNDS**  
**YEAR ENDED JUNE 30, 2014**

	State Approved BBH Funds	Non-BBH Funds	Total
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income, current year	\$ 152,625	\$ -	\$ 152,625
Grant income, released from reserve	9,836	-	9,836
Donations	-	2,108	2,108
Donations, non-cash	-	88	88
Interest income	1	-	1
Total support and revenue	<u>162,462</u>	<u>2,196</u>	<u>164,658</u>
<b>EXPENSES</b>			
Wages	\$ 89,007	\$ -	\$ 89,007
Payroll taxes	9,869	-	9,869
Employee benefits	6,614	-	6,614
Retirement plan expense	1,770	-	1,770
Rent	22,230	-	22,230
Office supplies	1,605	-	1,605
Building supplies	1,000	-	1,000
Food and other consumable supplies	505	785	1,290
Telephone	3,471	-	3,471
Utilities	2,983	22	3,005
Insurance	4,590	1,754	6,344
Repairs and maintenance	630	-	630
Audit fees	4,336	-	4,336
Transportation and travel	5,845	980	6,825
Member training	4,809	-	4,809
Depreciation	-	617	617
Postage	591	-	591
Equipment rental	2,337	-	2,337
Miscellaneous	270	88	358
Total expenses	<u>162,462</u>	<u>4,246</u>	<u>166,708</u>
(Decrease) in net assets	-	(2,050)	(2,050)
Net Assets, Beginning of Year	<u>-</u>	<u>43,707</u>	<u>43,707</u>
Net Assets, End of Year	<u>\$ -</u>	<u>\$ 41,657</u>	<u>\$ 41,657</u>

See Independent Auditors' Report and Notes to Financial Statements



**TRI-CONSUMERS' ACTION CO-OPERATIVE  
BOARD OF DIRECTORS**

**April 8, 2015**

**PRESIDENT  
Sharon Reynolds**

**VICE-PRESIDENT  
Kathy Downing**

**TREASURER  
Vacant**

**SECRETARY  
Elaine Weatherbee**

**Steve Brochu**

**Michelle Donovan**

**Jennifer Grace**

**Carmen Martell**

**Sally Newman**

**Ed Walker**

**Renee Wright**

**EXECUTIVE DIRECTOR  
Martha Jo Hewitt**

# MARTHA JO HEWITT

## Management .... Operations & Planning .... Administration & Support

Professional capable of immediate impact on an organization's issues, with respect to the planning, coordination and implementation of programs and activities in support of organizations' mission, strategic and organizational planning, program/project management, staff development and training, operations and administration.

### Summary of Qualifications

Advanced Degree in Business Administration with extensive professional domestic and international experience in administration and planning, performance analysis, program/project management, building partnerships and alliances, staff development and training, business operations and administration. Bottom line administrator with a solid track record for increasing operational efficiency, generating costs savings and improving administrative and operational procedures. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed and implemented policies and procedures with respect to strategic and organizational planning, administrative operations and support programs, program/project management and planning, productivity improvements, operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done.

Expertise and knowledge in areas such as:

- |                                       |                         |                       |
|---------------------------------------|-------------------------|-----------------------|
| - Management/Operations               | - Planning & Scheduling | - Staff Development   |
| - Program/Project Development         | - Training & Education  | - Policy Design       |
| - Budget Development/Implementation - | - Performance Analysis  | - Team Building       |
| - Needs Assessment/Evaluation         | - Facilitator           | - Cost Controls       |
| - Strategic/Organizational Planning   | - Community Relations   | - Computer Proficient |

### Selected Accomplishments

**Rebuilding** a small state funded Peer Support Agency. Developing fundraising and grant opportunities, establishing and maintaining relationships with like agencies, creating new programs, maintaining a leased facility, working directly with the members; while working within the framework of a state contract. Collaborating with organizations to provide needed services for members of the agency. Working with a board to establish the vision and goals of the agency and then implementing those goals.

**Created and Balanced** an organizational budget of between \$750,000.00 and \$780,000.00. Researched, submitted and received grant moneys from individuals and corporations. Initiated and directly involved with successful fundraising events. I like to think outside the box.

**Developed and Implemented** a new training program from "scratch" for a team-based organization of over 50 employees, covering 17 different job classifications in 14 locations. Instituted the administrative function of the training effort.

### Professional Experience

#### TRI-CITY CONSUMERS' ACTION CO-OPERATIVE, Rochester NH

2012 -

##### Executive Director

- Manage the business operations of a state funded non-profit organization. Responsible for the over-all direction of the administrative, human resource, financial, development and program activities.
- Providing confidential services for members in crisis, addressing problematic member behavior and determining the proper course of action that complies with policies and procedures.
- Responsible for 4 full/part time employees and interns.
- Overseas a yearly budget that complies with the NH Bureau of Behavioral Health federal block grant and other funding source guidelines.
- Attend monthly board meetings and implement the vision and goals established by the board.

#### COCHECO VALLEY HUMANE SOCIETY, Dover NH

2007 – 2011

##### Executive Director

- Manage the business operations of a private non-profit organization. Responsible for the over-all direction of the administrative, human resource, financial, development and program activities.
- Restructuring the organization in preparation for a capital campaign and a move to a new state of the art facility.
- Responsible for 30 full and part time employees and over 250 volunteers
- Work with the Board of Directors in defining the direction and vision of the organization.

#### AMERICAN RED CROSS – GREAT BAY CHAPTER, Newton, NH

2005-2006

##### Director of Health and Safety

- Supervised the operational and administrative efforts of over 250 volunteer Instructors.
- Responsible and accountable for those activities conducted within the chapter's jurisdiction in supporting 39 communities.
- Created innovated techniques to streamline daily operations. Responded to all health and safety queries in accordance with chapter and national policies and procedures.

**THE CALUMET GROUP, Seoul, South Korea**

**2002-2004**

**Project Director (2003-2004)**

- Managed a staff of 50 employees and a \$1.5 million budget. Responsible for the management of an overseas Department of Defense Umbrella Contract for the Calumet Group.
- Established and maintained strong lines of communication with the President of the company, the home office in the United States, and 14 offices throughout the Korean Peninsula.
- Managed a highly successful effort to develop and align the capabilities of this Department of Defense contractor providing social service support to soldiers and their families and ensuing compliance with DOD guidelines and regulations.

**Project Trainer (2002-2003)**

- Developed, implemented and managed The Right Start Training Program. This was an internal training curriculum of The Calumet Group.
- Monitored the training needs and future goals of over 50 employees, covering 17 different job classifications in 14 locations.
- Processed all new employees on the policies and procedures of the company, as well as the job responsibilities, based on the government contract.

**AMERICAN RED CROSS (ARC)**

**1994-2002**

**Service Center Coordinator – Central LA Chapter, Ft. Polk, LA (2000-2002)**

- Managed a staff of 15 volunteers and was responsible for providing American Red Cross services to both military and civilian communities as an extension of the Central Louisiana Chapter.
- Organized and trained volunteers, to include youth, to be members of Disaster Action Teams, able to respond to single family fires and natural/manmade disasters.
- Promulgated the American Red Cross image by spearheading successful fund-raising activities yielding monies to maintain critical services throughout the community.

*Previous positions with American Red Cross included Associate, Emergency Field Operations ARC Headquarters, Station Chairman, ARC Ft. Carson, CO, Director, Human Resources & Education and Director of Volunteer Services at the American Red Cross Alexandria VA Chapter.*

**Education & Training**

Master of Science in Business Administration, Boston University

Bachelor of Science, Pre-Veterinarian Medicine, University of New Hampshire

Associate of Arts, Liberal Arts, Colby Sawyer College

**Tri-City Consumers' Action Co-Operative:** Intentional Peer Support, Wellness, Recovery Action Plan (WRAP), Defensive Driving, Sexual Harassment, Recovery Coach and Trainer, Crisis Prevention and Intervention Training, WarmLine Training, Co-Supervision.

**Cocheco Valley Humane Society:** Coaching Skills for Managers and Supervisors, Small Animal Handling training, Leadership Seacoast, Animal Sheltering Workshop and Drill.

**American Red Cross:** Instructor Trainer – Health and Safety courses, Instructor – Disaster Services, Personnel Practices for Supervisors, Armed Forces Emergency Services courses, Paid and Volunteer Staff Relationships, Health and Safety Administrator Training, previous DAT member, ERV qualified and NIMS training.

**The Calumet Group:** Assertiveness Training, Customer Service, EEO/Prevention of Sexual Harassment, Problem Solving, Stress Management, Train the Trainer.

Board Member for the New Hampshire Disaster Animal Response Team (NHDART).

CERT Trained.

Notary Public.

## KEY ADMINISTRATIVE PERSONNEL - FY2016

### TRI-CITY CONSUMER ACTION CO-OP

Position	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Martha Jo Hewitt	1.00	\$ 40,019.00	\$ 40,019.00	100%

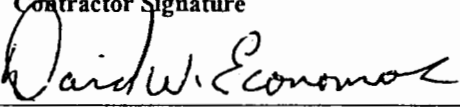

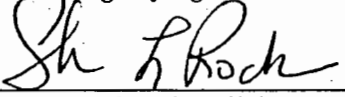
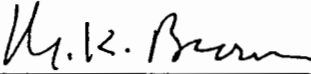
Subject: Peer Support Services

**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 Bureau of Behavioral Health		<b>1.2 State Agency Address</b> 105 Pleasant Street, Main Bldg. Concord, NH 03301	
<b>1.3 Contractor Name</b> Tri-City Consumers' Action Co-operative		<b>1.4 Contractor Address</b> 36 Wakefield Street Rochester, NH 03867	
<b>1.5 Contractor Phone Number</b> 603-948-1043	<b>1.6 Account Number</b> 05-95-92-920010-7011-102 05-95-92-920010-7143-102	<b>1.7 Completion Date</b> 06-30-2015	<b>1.8 Price Limitation</b> \$213,635.
<b>1.9 Contracting Officer for State Agency</b> Sheri L. Rockburn, Director, DHHS, DCBCS		<b>1.10 State Agency Telephone Number</b> 603-271-5000	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> David Economos Treasurer	
<b>1.13 Acknowledgement: State of <u>New Hampshire</u>, County of <u>Strafford</u></b> On May 8, 2014, 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>MARTHA HEWITT</b> NOTARY PUBLIC State of New Hampshire My Commission Expires March 6, 2018	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Martha B Hewitt Executive Director			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Sheri L. Rockburn, Director, DHHS, DCBCS	
<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:  On: 6/4/14			
<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: OWE  
Date: 5/8/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A**  
**SCOPE OF WORK**  
**FY 2015**

**I. PEER SUPPORT SERVICES**

1. **Provision of Services:** The Contractor shall provide peer support services as defined in RSA 126-N:4, He-M 402, and He-M 315, and in accordance with the statistical pages immediately following Exhibit A. These activities shall assist people in their recovery from mental illness by providing an opportunity to learn wellness strategies, develop mutually beneficial relationships, and increase individual independence.
2. **Performance of Service:** Except as otherwise specifically provided for herein, the Contractor shall perform the Services in the State of New Hampshire. The Contractor shall prioritize residents of the Contractor's region.
3. **State Right to Modify:** The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith. The Contractor shall not close any program required by contract or rule without prior written approval from BBH.
4. **Other Sources of Funding:** The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s). Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.
5. **Employment Procedures:** The Contractor shall select and employ staff utilizing practices and procedures as proposed by the Contractor and approved by BBH. The Contractor shall assure that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities. Prior employment references shall be obtained and verified.
6. **Criminal Record Check:** The Contractor shall assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Sub-Contractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
7. **Program Staff Positions:** The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from BBH. Failure of BBH to respond to a written request from the Contractor within two (2) weeks from receipt of the request shall constitute permission.
8. **Staff Training, Development & Orientation:** The Contractor shall provide Staff Training, Staff Development and Orientation as defined in He-M 402.05 and Exhibit A.
  - 8.1. Individuals trained shall be listed separately and sent in with statistical forms quarterly. It is the Contractor's responsibility to maintain files of training attendance and certifications.
  - 8.2. Staff training shall include activities identified in Individual Staff Development Plans and activities that relate directly to peer support as stated in Exhibit A and He-M 402.
  - 8.3. The Contractor shall obtain and provide the following training for staff on an annual basis:
    - 8.3.1. Peer Support;
    - 8.3.2. Warmline;
    - 8.3.3. Facilitating Peer Support Groups;
    - 8.3.4. Sexual Harassment; and
    - 8.3.5. Member Rights.
  - 8.4. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
    - 8.4.1. On the years that Intentional Peer Support is not being offered, the Contractor shall provide Wellness, Recovery, and Planning training to staff.
    - 8.4.2. Administrative staff, including the Director, shall participate in trainings on:
      - 8.4.2.1. Staff Development;
      - 8.4.2.2. Supervision;
      - 8.4.2.3. Performance Appraisals;
      - 8.4.2.4. Employment Practices
      - 8.4.2.5. Harassment;
      - 8.4.2.6. Program Development;
      - 8.4.2.7. Complaints and the Complaint Process; and
      - 8.4.2.8.

Financial

Management.  
Contractor Initials: *OWE*  
Date: *5/27/14*

8.5. The Contractor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness. The specific training may be proposed by either BBH or the Contractor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.

8.6. Documentation of participation in training shall be maintained in the individual personnel files.

8.7. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

9. **Outcome Measures & Performance Indicators:** The Contractor shall engage in a collaborative process with BBH to develop, pilot, and implement outcome measures and performance indicators in the following domains: Fiscal, Program, and Quality.

10. **Quality Improvement/Assurance:** The Contractor shall cooperate fully in any quality improvement/ quality assurance activities conducted by the State pertinent to Peer Support, including, but not limited to, Consumer Satisfaction studies.

11. **Fiduciary & Programmatic Compliance:** At the discretion of BBH, financial, data, and program audits shall be conducted by BBH-approved personnel to assure fiduciary and programmatic compliance with the Agreement.

11.1. The Contractor shall accept BBH-approved consultation, technical assistance, training, and support, as identified and specified by BBH and other audit recommendations, to fulfill all requirements of the Agreement.

11.2. BBH may require that corrective actions be completed within specific time frames.

12. **Funds Provided Pursuant to this Agreement:** For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement", "State funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include State funds provided to the Contractor by BBH, along with prior year excess funds which were deferred until the current year and all other revenue generated within or allocated to programs funded by this Agreement, and Federal funds allocated to programs funded by this Agreement, except that no Federal block grant funding shall be used to pay for inpatient services.

13. **Definitions:** For the purpose of this Agreement and required quarterly utilization reports, the definitions in He-M 402 and listed below apply:

13.1. **Peer Support Agency (PSA)** means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness. At a minimum, a Peer Support Agency shall offer the following program components:

13.1.1. Peer Support;

13.1.2. Outreach;

13.1.3. Individual Peer Assistance;

13.1.4. Telephone Support during business hours;

13.1.5. A monthly Newsletter;

13.1.6. Wellness Training;

13.1.7. Community Education; and

13.1.8. Monthly Educational Events to members.

13.2. **Consumer** means any individual, 18 years of age or older, who self identifies as a recipient, former recipient, or is at significant risk of becoming a recipient of publicly-funded mental health services.

13.3. **Guest** means any person who is invited to the Peer Support Agency by a member, a participant, or BBH.

13.4. **Member** means any consumer, as defined above, who has made an informed decision to join and agrees to support the goals and objectives of the Peer Support Agency.

13.5. **Participant** means a consumer, whether or not he or she is a member, who participates in any aspect of the Peer Support Agency program. Peer Support Agency programs must prioritize consumers, including consumers sixty (60) and over, who are the most socially isolated, but may also include people at risk of placement in the public mental health services delivery system.

13.6. **Peer Support** means supportive interactions based on shared experience among members, participants, staff and volunteers that are face-to-face or by telephone, intended to assist people to understand their potential and ability to achieve their personal goals and recovery. Peer support is based on acceptance, trust, respect and mutual support.

13.7. **Telephone Support** means peer support provided to members and participants or to others who contact the agency during business hours.

13.8. **Warmline** shall mean a separate program within a Peer Support Agency that offers on-call telephone peer support services to members, participants, and others who want or need assistance with crises. Warmline services are provided by trained staff in the hours during which the Peer Support Agency is closed.

13.9. **Wellness Training** is training provided by or sponsored by a Peer Support Agency and is intended to enhance member's and participant's ability to attain and maintain their emotional health and recovery from mental illness.

Contractor Initials *DL/E*  
Date: *5/8/14*

13.10. Outreach is any community-based activity, face-to-face or by telephone, designed to contact people meeting membership criteria. At a minimum, outreach provides support to members and participants who are unable to attend activities of the Peer Support Agency, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless. Outreach shall also include distribution of a monthly newsletter to former, current, and potential members.

13.11. Employment Education consists of the provision of peer support intended to promote a member's or participant's competitive employment.

13.12. Crisis Respite means a 24-hour short-term, non-medical program designed as an alternative to hospitalization that is operated by Peer Support Agency staff trained in methods designed to address the needs of consumers experiencing crises.

13.13. Residential Services shall mean support and assistance provided by a Peer Support Agency to a member or participant in his or her home or apartment.

13.14. Individual Peer Assistance means assisting adults to locate, obtain, and maintain services and supports through referral, consumer education, and self-empowerment, providing support for individuals who are identifying problems to be addressed and/or resolving grievances, and promoting self-advocacy.

13.15. Monthly Educational Event means a monthly presentation of information, which, at a minimum, includes the following over the course of a year: rights protection, peer advocacy, recovery, wellness management, employment, and community resources. A copy of the event description shall be submitted to BBH with the required quarterly reports.

14. Board of Director Criteria: The Contractor's Board of Directors shall meet the criteria outlined in He-M 402 and the following:

14.1. BBH Requirements for Board of Directors: The Board of Directors must have a minimum of nine (9) current and active board members. If the Board of Directors membership falls below the required minimum of nine (9), a Corrective Action Plan with timeframes must be submitted to BBH immediately.

14.2. NH Division of Charitable Trusts Requirements for Board of Directors: If Board of Directors membership falls below the State of NH minimum required number of five (5), an updated list of current Board members and a Corrective Action Plan with timeframes must be submitted to the NH Department of Justice, Division of Charitable Trusts, 33 Capitol Street, Concord, NH 03301, and BBH immediately.

14.3 Board of Director Job Descriptions: The Board of Director Members and Officers shall have written descriptions outlining their duties.

14.4. Board of Director Orientation: The Board of Directors shall have a documented Orientation Process and Manual.

14.5 Board of Director Trainings: The Board of Directors shall have annual trainings related to their roles and responsibilities, including fiduciary responsibilities.

14.6. Board of Director Fiduciary Responsibilities: The Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures. This shall include, but not be limited to, the following:

14.6.1. Cash Management including cash receipts, cash disbursements, and petty cash;

14.6.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;

14.6.3. Internal Control Procedures; and

14.6.4. Expense Reimbursement and Advance Policy.

14.7. Open Board of Director Meetings: Board of Director meetings shall include at least some portion that is open to members. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage member attendance.

14.8 Board of Director Minutes: The Board of Directors shall maintain written records of their meetings including but not limited to, topics discussed, votes and actions taken. Minutes shall also reflect a monthly review of the agency financial status. The Contractor shall send Board of Director minutes electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH.

14.9. Board of Director List: The Contractor shall maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.

14.10. Annual Board Elections: The process and results of annual board elections shall be documented and kept on file at the agency.

14.11. Change in Board of Director Membership: BBH shall be notified immediately in writing of any change in board membership. A updated Board of Directors list shall be sent electronically to Sandy Lawrence at [SLAWRENCE@DHHS.STATE.NH.US](mailto:SLAWRENCE@DHHS.STATE.NH.US) at BBH.

15. Planning and Advisory Activities: The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. This shall be accomplished by the participation of individuals not identified as the Contractor's employees in leadership development meetings, workshops, and training events.

Contractor Initials  
Date: 5/8/14

*[Handwritten Signature]*  
Date: 5/8/14

16. **Executive Director - Monthly Meeting Attendance:** The Contractor Executive Director, or designee, shall attend the monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.

17. **Regional Community Support Meetings:** At a minimum of two (2) times per year, the Contractor shall meet with other regional community support organizations who serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc., and shall submit to BBH written documentation of these meetings.

18. **Location of Services:** The Contractor shall not operate programs within the confines of a local mental health center except with written approval from BBH.

19. **Newsletters/Calendars:** Newsletters shall be published monthly and distributed by the Contractor. The newsletter shall include a calendar of events and shall describe Peer Support Agency services and activities, other available community services, social and recreational opportunities, member articles and contributions, and other related topics. The newsletter shall be distributed to the members and other interested parties, such as community mental health centers and other appropriate community organizations. At least five (5) business days prior to the upcoming month, the Contractor shall submit to BBH and to the Office of Consumer and Family Affairs both an electronic and a paper copy of the monthly newsletter.

20. **Changes to Budget Personnel Form B:** The Contractor shall employ personnel as indicated in Budget Personnel Form B. Changes in personnel, individual salaries, or amounts of time employed, specified in Budget Personnel Form B shall be submitted to, and approved by, BBH before implementation. The Contractor shall notify BBH in writing of an extended leave of absence of the Executive Director and any other staff member, whether it is for sickness or other reasons. For the purpose of this Contract, extended leave of absence shall be two (2) weeks or more.

21. **DMV Check / Defensive Driving:** The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

22. **Increase the Unduplicated Numbers Served:** In FY 2015 the Contractor shall increase the unduplicated numbers served by 10% over the numbers reported in the Fourth Quarter of FY 2014. This will be achieved in accordance with the written plan requested by BBH and submitted with the FY2015 contract proposal outlining the PSA's steps to increase the number of persons served. The Bureau of Behavioral Health will be monitoring the unduplicated served totals. Failure to serve 10% more individuals in FY 2015 may jeopardize future funding increases.

23. **Purging of Member Lists:** Beginning in fiscal year 2014, and every two years after, Peer Support agencies shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior 2-year period. The purge shall be performed in the "People List" of the Statistical Workbook. This shall occur after the year-ending 4th quarter statistics have been submitted to BBH and prior to the entry of any new-year data.

24. **Memorandum of Understanding:** Attached to this Agreement is a Memorandum of Understanding that lists the Fiscal Performance Domain Indicators that the Contractor has agreed to pilot in state fiscal year 2015.

25. **Commencement Date of Agreement:** The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2014, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

FY15 Exhibit A TCC PSA

Contractor Initials

Date

*DWE*  
*5/19/14*

**MEMORANDUM OF UNDERSTANDING**  
**FY 2015**

This Memorandum of Understanding sets forth the Agreement between the undersigned parties, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) and Tri-City Consumers' Action Co-operative, the Contractor, regarding the Performance Domains and Indicators the Contractor will pilot during state fiscal year 2015. Pursuant to this Memorandum of Understanding the Contractor will cooperate with BBH in measuring the Contractor's performance in accordance with Standards set forth in Section I of this Memorandum of Understanding. Pursuant to Section II. of this Memorandum of Understanding, BBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this Memorandum of Understanding, provided that the non-compliance does not endanger the health, safety or welfare of the consumers or the public. Furthermore, the result of these indicators shall not be made public without written agreement of both parties, subject to RSA 91-A. BBH agrees to notify the Contractor in the event that a request for information is received under RSA 91-A. If during the term of this Agreement, the Contractor is out of compliance with any of the Performance Standards set forth in the Memorandum of Understanding, BBH will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may agree to work with BBH to develop solution plans as set forth in the Memorandum of Understanding to assist the Contractor in achieving compliance. This Memorandum of Understanding will undergo continued refinement during the fiscal year and may be changed based on mutual agreement of both parties.

**I. PERFORMANCE DOMAINS**

**A. FISCAL DOMAIN**

To assist BBH in evaluating the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Corporate Balance Sheet, Income Statements (Profit & Loss), and Aging Accounts Payable reports for the agency.

**1. Current Ratio**

**Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.

**Formula:** Total current assets divided by total current liabilities.

**Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

**2. Accounts Payable**

**Definition:** The Contractors timeliness in paying invoices.

**Performance Standard:** The Contractor shall not have outstanding invoices greater than sixty (60) days.

**3. Budget Management**

**Definition:** Budget vs. Actual - The monthly comparison of actual revenues and expenses to the budgeted revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

**Formula:** (**Revenues**) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (**Expenses**) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

**Performance Standard:** Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

Contractor Initials: OWE  
Date: 5/8/14



**B. COMPLIANCE DOMAIN**

**1. Consumer Control**

*Rationale:* Peer Support Agencies are consumer run and controlled.

*Definition:* Consumers comprise a minimum of 51% of the Board of Directors of a peer support agency.

*Source of Data:* BBH Quality Assurance Reviews, certification by Board that the Board has 51% consumers each year at the time of contracting. There shall be semi-annual reviews of the Board if 51% of the Directors do not self-identify as consumers at the time of contracting.

**2. Board Of Directors Development**

*Rational:* Members of the Board of Directors understand their roles and responsibilities.

*Definition:* There is a documented orientation process and manual for Directors. There is documented annual training related to the roles and responsibilities of Directors, including fiduciary responsibilities.

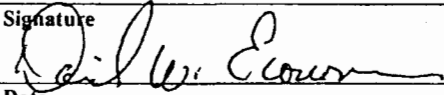
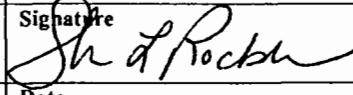
*Source of Data:* BBH quality assurance reviews and semi-annual review of the training conducted at the agency.


**II. REMEDIATION PROCESS**

**A. REMEDATION PROCESS FOR FISCAL DOMAIN**

1. BBH may request a corrective action plan from the Contractor in which a negative variance greater than allowed occurs in two (2) or more fiscal indicators.
2. If BBH requests a corrective action plan, the Contractor shall submit a corrective action plan to BBH no later than thirty (30) days from BBH's request.
3. Within thirty (30) days of receipt, BBH shall review and respond to the corrective action plan, and may request additional information.
4. Timeliness for improvement and reporting requirements shall then be negotiated between the Contractor and BBH.

TCC FY15 MOU EXHIBIT A PSA

Agency: <b>Tri-City Consumers' Action Co-operative</b>	<i>DHHS/Div. of Community Based Care Services The Bureau of Behavioral Health</i>
Name/Title: <i>David Economos Treasurer</i>	Name/Title: <b>Sheri L. Rockburn, Director</b>
Signature 	Signature 
Date <b>May 8, 2014</b>	Date <b>5/23/14</b>

Contractor Initials:   
Date: **5/29/14**

**PEER SUPPORT SERVICES**

**FY2015 Contract 4**

Fiscal Year / Quarter

**Tri-City Consumer's Action Co-Operative**

**Martha Jo Hewitt**

Organization

Prepared By:

**I. MEMBERSHIP**

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

A1) Members 59 and under	184	14	7	13	218
A2) Members 60 and over	15	2	0	0	17
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)	199	16	7	13	235

B1) New Members 59 and under (unduplicated within category at end of reporting period)	20	14	7	13	54
B2) New Members 60 and over (unduplicated within category at end of reporting period)	2	1	1	1	5

**II. PSA MEMBERS AND PARTICIPANTS SERVED**

A1) Unduplicated Members/Participants 59 and under (served in all programs)	108	27	23	25	183
A2) Unduplicated Members/Participants 60 and over (served in all programs)	8	1	1	1	11
A3) Unduplicated Members/Participants Served in All Programs	116	28	24	26	194

**III. PSA GUESTS SERVED**

A1) Number of Guests (unduplicated)	40	55	22	24	141
-------------------------------------	----	----	----	----	-----

**IV. ON-SITE PEER SUPPORT PROGRAM UTILIZATION**

A) Visitors (unduplicated members and participants only)	25	25	24	22	96
B) Total Visit Days (members and participants only)	1275	1073	697	885	3930
C) Average Daily Visits (# of visit days/number of days open in reporting period)	20	17	11	14	
D) Number of Daytime Hours Each Week	22	19	13	44	
E) Number of Evening Hours Each Week	0	0	0	0	
F) Number of Hours Open/Week (F=D+E)	22	19	13	44	
G) Number of Days the Program was Open in the Quarter	64	63	62	64	253
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)	20	16	18	18	
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)	11	11	9	10	

**V. OUTREACH FACE TO FACE**

A) Total Number of Face to Face Contacts	39	55	64	52	210
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**VI. DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH**

A) Total Peer Support Telephone Calls Made	39	75	50	54	218
B) Total Peer Support Telephone Calls Received	165	194	186	181	726

**VII. WARMLINE**

A) Total Warmline Telephone Calls Made	0	0	0	0	0
B) Total Warmline Telephone Calls Received	0	0	0	0	0

PEER SUPPORT SERVICES

FY2015 Contract 4  
Fiscal Year / Quarter

Tri-City Consumer's Action Co-Operative  
Organization

Martha Jo Hewitt  
Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

VIII. VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

30	30	30	30	120
1	1	1	1	4

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

IX. CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

B) Number of Persons Served (unduplicated)

C) Total Number of Admissions

				0
				0
				0

X. TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

B) Referral Source:

b1) New Hampshire Hospital

b2) Other Hospital

b3) Other

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

B) Total Number of Transitional Housing bed days per quarter

XI. MONTHLY EVENTS

A) Monthly Educational Events Y/N

B) Monthly Newsletters Y/N

1st Month	2nd Month	3rd Month	
yes	yes	yes	
yes	yes	yes	

XII. TRAINING

A) Members/Participants/Staff trained in Intentional Peer Support (IPS) (unduplicated)

B) Members/Participants/Staff trained in Wellness Recovery Action Plan (WRAP) (unduplicated)

8	8	8	8	32
4	0	0	0	4

XIII. AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

B) Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle

209	177	139	200	725
4073	4073	4073	4073	16292

**EXHIBIT B**  
**METHODS OF PAYMENT**  
**FY 2015**

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, The Department of Health and Human Services, Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A.
2. In addition to prior written permission of BBH, required in Exhibit C, Paragraphs 20.6 and 20.7, the following State funds shall not be expended by the Contractor without prior approval by BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Training and Development	\$ 7,275
Capital Expenditures	26,500
Retirement	1,770
<b>Total</b>	<b>\$35,545</b>

3. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Subparagraph 1.8. of the General Provisions of this Agreement. Monthly payments shall be adjusted for expenditures set forth in Paragraph 2. above and amounts paid to initiate services.
4. Excess program funds are funds available within programs funded pursuant to this Agreement resulting from expenditures below amounts originally budgeted. BBH may require such funds be retained by the Contractor for expenditures in a subsequent year or approve such funds be spent in the current year on BBH approved activities.
5. BBH reserves the right to recover any funds not used, in whole or in part, for the purposes stated in Exhibit A., from the Contractor within one hundred and twenty (120) days of the Completion Date.
6. Any expenditure incurred that is not in accordance with budgeted amounts shall be reported to BBH in the Summary of Revenues and Expenditures report. Funds shall not be transferred between programs funded pursuant to this Agreement and programs not funded by this Agreement. The Contractor must have written authorization from BBH for any change in the full-time equivalent staffing (increase or decrease) and any change (increase or decrease) in the capital expenditure line item. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall make no adjustments so as to incur additional expenses in programs funded pursuant to this Agreement in subsequent years without prior written authorization from BBH. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
7. The Contractor shall deposit funds identified as depreciation in the Contract Budget Form A into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. This provision shall survive the termination of this Agreement.
8. BBH may withhold, in whole or in part, any Agreement payment for the ensuing Agreement period if:
  - 8.1. A quality assurance monitoring, or BBH financial review finds corrective actions for financial reviews or Contractor's quality assurance plan has not been implemented.
  - 8.2. The Contractor fails to demonstrate to BBH's satisfaction that sufficient steps were taken to correct identified findings.

Contractor Initials *DEE*  
Date *5/8/14*

9. All reports required pursuant to Exhibit C are due to BBH within thirty (30) days after the end of the quarter. BBH shall withhold, in whole or in part, any Agreement payment for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted.

10. After the first three (3) months, six (6) months, and nine (9) months of the Agreement have elapsed, the Contractor may request a renegotiation of performance requirements in programs receiving funds pursuant to this Agreement as specified according to statistical pages immediately following Exhibit A are not being met.

10.1. The Contractor shall request such renegotiations of the performance requirements by submitting to BBH within thirty (30) days after the end of the first three (3) months, six (6) months, or nine (9) months of this Agreement, a written statement explaining the reasons for deviating from the Agreement terms, and a proposal for revised performance requirements. If appropriate, a request for a renegotiation of any of the following: the list of activities to be provided, staff employed, monthly educational events, monthly newsletter, telephone support, linkages with other local organizations, and facilities which provide opportunities for mutual aid.

10.2. BBH shall recommend action on a request pursuant to Paragraph 10.1., the Bureau Administrator shall review the written proposal submitted and BBH recommendation and shall either approve, request modification of, or deny the written proposal.

10.3. BBH agrees that unusual events that are beyond the control of the Contractor and which may impact upon the Contractor's ability to satisfy the terms of this Agreement shall be given due consideration.

11. If the Contractor's performance of the Scope of Services falls below ten percent (10%) of the Agreement amount specified for a particular service funded pursuant to this Agreement and the Contractor does not provide a proposal for revised performance requirements within the required time frames, or if the proposal submitted is not approved, BBH, in accordance with Paragraph 10.2. of this Exhibit, shall have the option to withhold payment from the Contractor in an amount determined by BBH.

12. This Contract is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$95,176

Federal Funds: \$118,459

CFDA #: 93.958

Federal Agency: U.S. Department of Health and Human Services  
Program Title: Block Grants for Community Mental Health Services

Amount: \$118,459

13. List of State account numbers as referenced in Block 1.6. of the General Provisions form P-37:

05-95-92-920010-7011-102

05-95-92-920010-7143-102

FY15 Exhibit B PSA TCC

Contractor Initials: *DEE*  
Date: *7/8/14*

# Budget Form

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Tri-City Consumer Cooperative

Budget Request for: Consumer Peer Support Services

*(Name of RFP)*

Budget Period: July 1, 2014 - June 30, 2015

1. Total Salary/Wages	\$ 81,247.00	\$ 14,000.00	\$ 95,247.00	E.D. admin. duties = 40%
2. Employee Benefits	\$ 25,462.60	\$ 1,878.40	\$ 27,341.00	E.D. benefits calc. = 40%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 2,450.00	\$ -	\$ 2,450.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 4,110.00	\$ -	\$ 4,110.00	
6. Travel	\$ 8,220.00	\$ -	\$ 8,220.00	
7. Occupancy	\$ 25,011.00	\$ 2,032.00	\$ 27,043.00	E.D. admin office space = FTE
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 2,100.00	\$ 1,400.00	\$ 3,500.00	E.D. admin. phone use 40%
Postage	\$ 600.00	\$ -	\$ 600.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 4,600.00	\$ -	\$ 4,600.00	
Insurance	\$ 4,887.00	\$ 1,362.00	\$ 6,249.00	E.D. liability only calc. = 40%
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 7,275.00	\$ -	\$ 7,275.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Employee background checks, dues & subscriptions.	\$ 500.00	\$ -	\$ 500.00	
Capital Expenditures - Van, member computers	\$ 26,500.00	\$ -	\$ 26,500.00	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 192,962.60</b>	<b>\$ 20,672.40</b>	<b>\$ 213,635.00</b>	

Indirect As A Percent of Direct

10.7%

Region: Region 9

Agency: Tri-City Consumers' Action Co-operative

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
<b>400 PROG. SERV. FEES</b>				
401 Net client fees	0	0	0	0
402 HMO's	0	0	0	0
403 BC/BS	0	0	0	0
404 Medicaid	0	0	0	0
405 Medicare	0	0	0	0
406 Other insurance	0	0	0	0
411 Other program fees	0	0	0	0
Subtotal	0	0	0	0
<b>420 PROG. SALES</b>				
421 Production	0	0	0	0
422 Service	0	0	0	0
<b>430 PUBLIC SUPPORT</b>				
431 United Way	0	0	0	0
432 Local/County Government	0	0	0	0
433 Donations/Contributions	0	0	0	0
435 Other public support	0	0	0	0
436 DVR	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0
438 DCYF	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0
<b>440 FEDERAL FUNDING</b>				
441 Block Grants	118,459	0	118,459	0
442 Community Support Prog	0	0	0	0
443 CSP Anticipated (amendment)	0	0	0	0
444 HUD	0	0	0	0
445 Other federal grants	0	0	0	0
446 PATH	0	0	0	0
447 CARE NH	0	0	0	0
448 MHSIP	0	0	0	0
450 RENTAL INCOME	0	0	0	0
460 INTEREST INCOME	0	0	0	0
470 IN-KIND DONATIONS	0	0	0	0
<b>480 BBH</b>				
481 Community Mental Health	95,176	0	95,176	0
482 Community Developmental Services	0	0	0	0
<b>490 OTHER REVENUES</b>				
491 Other DBH (carry over)	0	0	0	0
Subtotal	213,635	0	213,635	0
500 GM Allocation	0	0	0	0
<b>TOTAL PROGRAM REVENUES</b>	<b>213,635</b>	<b>0</b>	<b>213,635</b>	<b>0</b>

Region: Region 9

Agency: Tri-City Consumers' Action Co-operative

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
<b>600 PERSONNEL COSTS</b>				
601 Salary & Wages	95,247	0	95,247	0
602 Employee Benefits	20,055	0	20,055	0
603 Payroll taxes	7,286	0	7,286	0
Subtotal	122,588	0	122,588	0
610 Client Wages	0	0	0	0
<b>620 PROFESSIONAL FEES</b>				
621 Substitute Staff	0	0	0	0
622 Client Evaluations/Services	0	0	0	0
624 Accounting	0	0	0	0
625 Audit Fees	4,600	0	4,600	0
626 Legal Fees	0	0	0	0
627 Other Professional Fees/Consult	0	0	0	0
<b>630 STAFF DEV &amp; TRNG.</b>				
631 Journals & Publications	0	0	0	0
632 In-Service Training	7,275	0	7,275	0
633 Conferences & Conventions	0	0	0	0
634 Other Staff Development	0	0	0	0
<b>640 OCCUPANCY COSTS</b>				
641 Rent	23,340	0	23,340	0
642 Mortgage Payments	0	0	0	0
643 Heating Costs	0	0	0	0
644 Other Utilities	3,103	0	3,103	0
645 Maintenance & Repairs	600	0	600	0
646 Taxes	0	0	0	0
647 Other Occupancy Costs	0	0	0	0
<b>650 CONSUMABLE SUPPLIES</b>				
651 Office	1,800	0	1,800	0
652 Building/Household	1,475	0	1,475	0
653 Educational/Training	0	0	0	0
654 Production & Sales	0	0	0	0
655 Food	300	0	300	0
656 Medical	0	0	0	0
657 Other Consumable Supplies	535	0	535	0
660 CAPITAL EXPENDITURES	26,500	0	26,500	0
665 DEPRECIATION	0	0	0	0
670 EQUIPMENT RENTAL	2,450	0	2,450	0
680 EQUIPMENT MAINTENANCE	0	0	0	0
Subtotal page	194,566	0	194,566	0



Region: Region 9

Agency: Tri-City Consumers' Action Co-operative

FISCAL PERIOD: FY2015 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Other Non-BBH 111f
Total Carried Forward	194,566	0	194,566	0
700 ADVERTISING	0	0	0	0
710 PRINTING	0	0	0	0
720 TELEPHONE/COMMUNICATIONS	3,500	0	3,500	0
730 POSTAGE/SHIPPING	600	0	600	0
<b>740 TRANSPORTATION</b>				
741 Board Members	0	0	0	0
742 Staff	1,420	0	1,420	0
743 Clients	6,800	0	6,800	0
744 Delivery Products	0	0	0	0
<b>750 ASSIST. TO INDIVIDUALS</b>				
751 Client Services	0	0	0	0
752 Clothing	0	0	0	0
<b>760 INSURANCE</b>				
761 Malpractice & Bonding	1,244	0	1,244	0
762 Vehicles	1,600	0	1,600	0
763 Comprehensive Property & Liability	3,405	0	3,405	0
770 MEMBERSHIP DUES	0	0	0	0
800 OTHER EXPENDITURES	500	0	500	0
801 INTEREST EXPENSE	0	0	0	0
802 IN-KIND EXPENSE	0	0	0	0
TOTAL EXPENSES	213,635	0	213,635	0
900 ADMINISTRATIVE ALLOCATION	0	0	0	0
<b>TOTAL PROGRAM EXPENSES</b>	<b>213,635</b>	<b>0</b>	<b>213,635</b>	<b>0</b>
<b>SURPLUS/(DEFICIT)</b>				
Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0
Verification of Balancing s/b 0	0	0	0	0



**EXHIBIT C**  
**SPECIAL PROVISIONS**  
**FY 2015**

**1. Add the following to Paragraph 1.:**

1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

**2. Add the following to Paragraph 4.:**

4.1. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the Federal regulations) prior to a determination that the individual is eligible for such services.

4.2. Notwithstanding anything to the contrary contained in this Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

**3. Add the following to Paragraph 6.:**

6.4. The Contractor shall comply with Title II. of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.

6.5. The Contractor shall comply with proposed treatment and prevention rules.

**4. Add the following to Paragraph 7.:**

7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to BBH upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

**5. Replace Subparagraphs 8.1. through 8.1.3. with the following:**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term.

8.1.2. Failure to submit any report or data within requested time frames or comply with any record keeping requirements as specified in this Agreement.

8.1.3. Failure to impose fees, to establish collection methods for such fees or to make a reasonable effort to collect such fees.

8.1.4. Failure to either justify or correct material findings noted in a BBH financial review.

8.1.5. Failure to comply with any applicable rules of the Department.

8.1.6. Failure to expend funds in accordance with the provisions of this Agreement.

Contractor Initials: *DWE*

Date: *5/27/14*

- 8.1.7. Failure to comply with any covenants or conditions in this Agreement.
- 8.1.8. Failure to correct or justify to BBH's satisfaction deficiencies noted in a quality assurance report.
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment.
- 8.1.10. Failure to obtain written approval in accordance with Paragraph 20.6. of the General Provisions before purchasing property which has a cost of ten thousand dollars (\$10,000) or more.

**6. Add the following to Subparagraph 8.2.:**

8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

**7. Add the following to Paragraph 8.:**

8.3. Upon termination, the Contractor shall return to BBH all unencumbered Agreement funds in its possession. Funds provided pursuant to this Agreement in the possession of the Contractor shall be calculated on a percentage of such funds to the Contractor's total revenue generated during the default period. BBH shall have no further obligation to provide additional funds under this Agreement upon termination.

**8. Add the following to Paragraph 9.:**

9.4. The Contractor shall submit to BBH all reports as requested by BBH on such schedule and in such paper or electronic format that BBH shall request.

9.5. The Contractor shall submit electronically quarterly financial and statistical reports within thirty (30) days from the end of each quarter. Quarterly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), a Revenue and Expense Report (Budget Form A) and an Aging Accounts Payable. The Contractor shall submit electronically monthly financial reports within thirty (30) days from the end of each month. Monthly financial reports include a Corporate Balance Sheet, an Income Statement (Profit & Loss), and an Aging Accounts Payable report. The financial reports shall include the Contractor's total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

9.5.1. The Income Statement shall be based on the accrual method of accounting.

9.5.2. The Revenue and Expense Report (Form A) shall be based on a modified accrual method of accounting. Modifications include the following:

9.5.2.1. Mortgage payments shall include both principal and interest;

9.5.2.2. Depreciation shall only be included on the Form A when it is included in the approved contract budget.

9.5.2.3. Capital expenditures shall be included on the Form A.

9.6. The Contractor shall respond to BBH questions related to the quarterly reports in writing within the time specified in BBH letter to the Contractor.

9.7. The Contractor shall cooperate with requests for data from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Public Health Service.

9.8. The Contractor shall maintain detailed member records, attendance records and staff attendance records, specifying the actual services rendered and the categorization of that service into a program/service as defined in the budget instructions and accounting guidelines and statistical reporting instructions as specified in Exhibits A and C.

9.9. The Contractor shall maintain detailed fiscal records meeting all the requirements set out in the budget instructions and accounting guidelines. Such fiscal records shall be supported by program reports. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

9.10. On or before October 31, the Contractor shall deliver to the State, at the address set forth in Section 1.2. of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. If the Federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one (1) year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

Contractor Initials:

Date:

DWE  
5/8/14

9.11. Upon request the Contractor shall submit to BBH financial statements following the American Institute of Certified Public Accountants together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with or an affiliate of the Contractor. In the event that the said audited financial statement and management letter is unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to BBH.

**9. Renumber Paragraph 10. as 10.1. and add the following to Paragraph 10.:**

10.2. In the event of termination under Paragraph 10., of these General Provisions the approval of a Termination Report by BBH shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by BBH.

10.3. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

**10. Replace Paragraph 12. with the following:**

ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its' interest in this Agreement or enter into any Sub-Contract for direct services to clients, or any Sub-Contract for services rendered in connection with maintenance, upkeep, renovation or improvement of any facility operated by the Contractor in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within twenty (20) days shall be deemed approval.

12.2. If leasehold improvement(s) exceed ten thousand dollars (\$10,000) in the aggregate, the Contractor or approved Sub-Contractor shall demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved Sub-Contractor shall give BBH such security interest in the leasehold improvements or interest in the lease as BBH may require consistent with the funds expended pursuant to this Agreement.

12.3. The Contractor further agrees that no Sub-Contract or assignment, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder.

12.4. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.5. Any merger of the Contractor with a third party shall render this Agreement null and void unless, prior to the merger, BBH approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, BBH approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner, as was the Contractor.

12.6. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement the Contractor shall continue to be bound by all of the provisions of the Agreement.

Contractor Initials *DWE*  
Date *9/8/14*

**11. Renumber Paragraph 13. as 13.1. and add the following to Paragraph 13.:**

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of or which may be claimed to arise out of their acts or omissions.

**12. If the price limit in Paragraph 1.8., Price Limitation of the General Provisions is less than \$500,000, replace Paragraph 14.1.1. with the following:**

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate; and

**13. Add the following to Paragraph 14.:**

14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the price limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue.

14.1.4. Statutory workers' compensation and employees' liability insurance for all employees engaged in the performance of the services set forth in Exhibit A.

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to BBH and any mortgagee.

14.3. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

**14. Add the following to Paragraph 20.:**

20.1. The Federal block grant funds shall not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, to purchase any major medical equipment or to satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds, provide financial assistance to any entity other than a public or private not for profit entity.

20.2. Community Support Program funds are to be used for:

20.2.1. Salaries, wages, and benefits of non-clinical, professional and other supporting staff engaged in the program. Community Support Program support for salaries and wages of staff that are not engaged full-time in the program shall not exceed the compensation for the fraction of their time in activities within the scope of the approved project.

20.2.2. Travel directly related to carrying out activities under the approved project.

20.2.3. Supplies, communications and office space directly related to activities under the approved project. Notwithstanding the above allowable costs, Community Support Program funds shall not be used for alterations and renovations of existing buildings, construction of buildings or for acquisition of land or buildings.

20.3. Federal funds to assist Homeless Mentally Ill Persons (PATH) shall not be used:

20.3.1. To provide inpatient services.

20.3.2. To make cash payments to intended recipients of health services.

20.3.3. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase any major medical equipment.

20.3.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or

20.3.5. To provide services to persons at local jails or any correctional facility.

20.4. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor Initials

Date:

DWE  
5/8/14

20.5. In accordance with the requirements of P.L. 103-333, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

20.6. Any real property or tangible personal property such as furniture, furnishings or equipment that is purchased in whole or in part with funds pursuant to this Agreement shall be subject to the following conditions:

20.6.1. All such property purchased entirely with funds provided under this Agreement shall be used solely to provide services to eligible clients as defined in rules of the Department. If property is purchased with funds provided pursuant to this Agreement and other funds, the property shall be used within programs funded under this Agreement for the proportion of time at least equal to the proportion of costs allocated to such programs.

20.6.2. The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Agreement, valued at more than ten thousand dollars (\$10,000) at time of purchase, without prior written permission of BBH. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.3. Upon sale, conveyance or a change in use of the property, the Contractor or approved Sub-Contractor may be required to reimburse BBH for all or a portion of the funds advanced. Any BBH interest identified in said notice shall be subordinate to all rights, title and interest of the senior lender if applicable. In no event, however, shall the Contractor or approved Sub-Contractor be required to reimburse BBH for amount in excess of the value of the property, as reduced by any outstanding loans having priority over BBH's interest. The amount and terms of the loan, including the rights upon termination of this Agreement, shall be agreeable to BBH. Upon request of the Contractor, BBH may, at its discretion, agree to subordinate its loan interest. The term and conditions of this section survive the term or expiration of this Agreement.

20.6.4. In the event real property is to be purchased or leased by the Contractor or by an approved Sub-Contractor with funds provided in whole or in part under this Agreement, unless the expenditure was included in the Contractor's approved budget, the Contractor shall submit a detailed statement of the proposed financing arrangement and other documents pertaining to such financing to BBH and obtain BBH's written approval before purchasing or leasing such real property.

20.6.5. Capital purchases made with funds provided pursuant to this Agreement shall not be expended later than the Agreement Expiration Date without BBH approval.

20.6.6. Notwithstanding the foregoing, any real or personal property acquired by the Contractor with funds other than those provided under this Agreement shall vest in the Contractor, its successors or assignees, and title to such assets shall not be subjected to divestiture in favor of BBH or otherwise.

20.6.7. Any interest BBH may have in property, real or personal, as set forth in this Paragraph, shall be subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds supplied by that agency to be used by the Contractor in the performance of this Agreement. BBH shall take any steps necessary to effect the subordination of any security interest perfected prior to the perfection of any security interest required by the United States Department of Housing and Urban Development.

20.6.8. Upon termination or expiration of this Agreement, or when property is no longer to be used as provided for herein, BBH may, at its discretion and within one hundred twenty (120) days thereafter, elect to do one (1) of the following:

20.6.8.1. Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by BBH according to the percentage of its contribution, or allow the Contractor to use the funds for a BBH approved purpose; or

20.6.8.2. Allow retention of the Contractor upon proportionate payment to BBH of the share contributed by BBH as determined by the fair market value in accordance with an independent appraiser to be selected by BBH and Contractor.

20.7. The requirement of Paragraphs 12.1., 20.6.2., 20.6.3., 20.6.4., and 20.6.8., of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials: *DWE*  
Date: *5/2/74*

**20.8.** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any Sub-Contractor Sub-Agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**20.9.** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

**20.10.** The Contractor shall establish and maintain a grievance process whereby a member or consumer may report an issue, problem, or concern. The grievance process shall include mechanisms for grievances, formal investigation of grievances, and notification to a complainant that issues unresolved after investigation by the Contractor's designee may be appealed to the Department of Health & Human Services Administrative Appeals Unit.

**20.11.** The terms and conditions of the Contract shall remain in full force and effect throughout an extension period. Reimbursement to the Contractor for performance to its contractual obligation shall be in accordance with Exhibit B.

**FY15 Exhibit C PSA**

Contractor Initials *DWE*  
Date *5/8/14*



NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

<u>Tri-City Consumers' Action Co-operative</u>	From: 7/1/2014 To: 6/30/2015
(Contractor Name)	(Period Covered by this Certification)

David Economos Treasurer  
 (Name & Title of Authorized Contractor Representative)

David W. Economos  
 (Contractor Representative Signature)

4/14/14  
 (Date)

Contractor Initials: DWE  
 Date: 4/14/14

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
\*Temporary Assistance to Needy Families under Title IV-A
\*Child Support Enforcement Program under Title IV-D
\*Social Services Block Grant Program under Title XX
\*Medicaid Program under Title XIX
\*Community Services Block Grant under Title VI
\*Child Care Development Block Grant under Title IV

Contract Period: 07-01-14 through 06-30-15

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Handwritten signature of David W. Economos
(Contractor Representative Signature)

DAVID W. ECONOMOS TREASURER
(Authorized Contractor Representative Name & Title)

Tri-City Consumers' Action Co-operative
(Contractor Name)

4/14/14
(Date)

**NH Department of Health and Human Services**  
**STANDARD EXHIBIT F**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless \_\_\_\_\_ authorized \_\_\_\_\_ by \_\_\_\_\_ DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

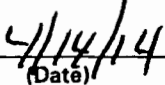
**LOWER TIER COVERED TRANSACTIONS**


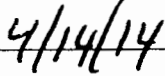
By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


  
 (Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Tri-City Consumers' Action Co-operative (Contractor Name)
 
 (Date)

Contractor Initials:   
 Date: 

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

David W. Economos DAVID W. ECONOMOS TREASURER  
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Tri-City Consumers' Action Co-operative 4/14/14  
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

David W. Economus (Contractor Representative Signature)      DAVID W. ECONOMUS TREASURER (Authorized Contractor Representative Name & Title)

Tri-City Consumers' Action Co-operative (Contractor Name)      4/14/14 (Date)

Contractor Initials: OWE  
Date: 4/14/14



## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

**Bureau of Behavioral Health  
operative**

**Tri-City Consumers' Action Co-**

\_\_\_\_\_  
The State Agency Name

\_\_\_\_\_  
Name of the Contractor

  
\_\_\_\_\_  
Signature of Authorized Representative

  
\_\_\_\_\_  
Signature of Authorized Representative

Sheri L. Rockburn  
\_\_\_\_\_  
Name of Authorized Representative

DAVID W. ECONOMOS  
\_\_\_\_\_  
Name of Authorized Representative

Director  
\_\_\_\_\_  
Title of Authorized Representative

TREASURER  
\_\_\_\_\_  
Title of Authorized Representative

5/15/14  
\_\_\_\_\_  
Date

4/14/14  
\_\_\_\_\_  
Date