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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

BUREAU OF HOMELESS AND HOUSING SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

June 8, 2014

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to amend an agreement with Center for Life Management (Vendor #174116-P001), 10 Tsienmeto Road, Derry, NH 03038 to provide Shelter Plus Care Program services to homeless individuals and families by increasing the price limitation by \$510 from \$260,970 to \$261,480 and shortening the completion date from August 31, 2015 to July 31, 2015. Governor and Executive Council approved the original agreement on May 23, 2014 (item #36). 100% Federal Funds.

Funds to support this request are available in the following account in State Fiscal Year 2015 and anticipated to be available in State Fiscal Year 2016 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING- SHELTER PROGRAM

Fiscal Year	Class/Account	Title	Activity Code	Original Amount	Increase Amount	Modified Budget
2015	102-500731	Contracts for Program Services	42306165	\$217,475	\$0	\$217,475
2016	102-500731	Contracts for Program Services	42306165	\$43,495	\$510	\$44,005
			Total:	\$260,970	\$510	\$261,480

EXPLANATION

The purpose of this amendment is to increase the price limitation and shorten the contract completion date by one month. This agreement provides funds from the U.S. Department of Housing and Urban Development (HUD) Continuum of Care for the provision of rental assistance and supportive services to homeless individuals with disabilities, which include, but are not limited to, severe mental illness, chronic problems with alcohol or substance abuse, or AIDS and AIDS-related diseases, and their families in order to promote the ability of participants to live more independently. This amendment is needed due to changes in the HUD allocated budget for this program.

The U.S. Department of Housing and Urban Development developed the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes; a strategic planning process for addressing homelessness in the community, a process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis, and an opportunity for communities to submit an application to the U.S. Department of housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

This agreement was a result from a competitive bid award for renewal funding to communities that were subject to the U.S. Department of Housing and Urban Development application and award process. Communities seeking funds from the U.S. Department of Housing and Urban Development Continuum of Care, Shelter Plus Care Program must apply directly to the federal agency for Shelter Plus Care funds, where their applications are scored by the federal program based on criteria set forth by the U.S. Department of Housing and Urban Development, Shelter Plus Care Program. The New Hampshire Department of Health and Human Services is notified by U.S. Department of Housing and Urban Development of the grant awards several months after the federal program received the communities' applications.

The Department assures contract compliance and provider performance through annual compliance reviews, statistical reports and timely and accurate data entered into the New Hampshire Homeless Management Information System. The New Hampshire Homeless Management Information System is the primary reporting tool for outcomes and activities of shelter and housing programs funded through the Department.

Should Governor and Executive Council not approve this request, rental assistance and supportive services for people who suffer from severe mental illness, chronic problems with alcohol or substance abuse or AIDS and AIDS-related diseases, and their families who are homeless may not be available in their communities. This unavailability of assistance will cause an increase in demand for welfare services on the region's local welfare authorities.

Area served: Derry

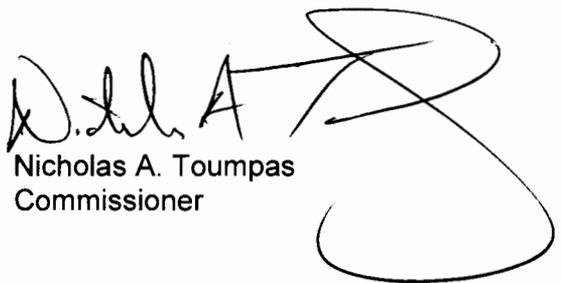
Source of funds: 100% Federal Funds

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,


for Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment # 1 to the Shelter Plus Care Program**

This first Amendment to the Shelter Plus Care Program contract (hereinafter referred to as "Amendment # 1") dated this 29th day of May, 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 Center for Life Management (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 10 Tsienneto Road, Derry, NH 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 23, 2014 (Item #36), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to form P-37 General Provisions, Paragraph 18, the State may at its sole discretion, amend the Contract by written agreement of the parties upon Governor and Executive Council Approval; and

WHEREAS the parties agree to increase the price limitation, reduce the completion date and change the payment terms; and

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, to read:
July 31, 2015
2. Form P-37, General Provisions, Block 1.8, to read:
\$261,480
3. Delete Exhibit B, Method and Conditions Precedent to Payment, Shelter Plus Care Program, and replace with Exhibit B - Amendment # 1, Method and Conditions Precedent to Payment Shelter Plus Care Program.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.



New Hampshire Department of Health and Human Services
Shelter Plus Care Program
Amendment # 1

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

6/10/15
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

Center for Life Management

May 27, 2015
Date

Vic Vopo
Name: Vic Vopo
Title: President/CEO

Acknowledgement:
State of New Hampshire County of Rockingham on May 27, 2015,
before the undersigned officer, personally appeared the person identified above, or
satisfactorily proven to be the person whose name is signed above, and acknowledged
that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Lynda A. Silegy
Name and Title of Notary or Justice of the Peace

LYNDA A. SILEGY
Notary Public - New Hampshire
My Commission Expires August 5, 2019

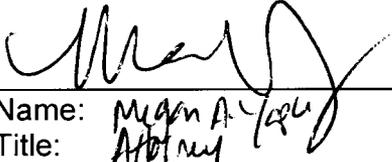
New Hampshire Department of Health and Human Services
Shelter Plus Care Program
Amendment # 1



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

OFFICE OF THE ATTORNEY GENERAL

6/22/15
Date


Name: Megan A. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Shelter Plus Care Program

The following financial conditions apply to the scope of services as detailed in Exhibit A –Shelter Plus Care Program.

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

NH General Fund: Not applicable
Federal Funds:
CFDA #: 14.267
Federal Agency: U.S. Department of Housing & Urban Development
Program Title: Shelter Plus Care Program
Total Amount Supportive Housing Program;
SFY15: not to exceed \$261,480

Funds allocation under this agreement for Shelter Plus Care Program;

Rental Subsidies: \$248,100.00
Administrative costs: \$13,380.00
Total program amount: \$261,480.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for rental subsidies and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Shelter Care Plus Program, in an amount not to exceed \$261,480.00 and for the time period September 1, 2014 through July 31, 2015.
2. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE.
 - 2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean those costs associated with providing rental assistance for eligible clients, meet the requirements of 24 CFR 578, and are allowable as set forth in OMB Circular A-87.
 - 2.2. Payment of Project Costs: Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor the amount not to exceed the amount of 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for rental subsidies for eligible clients and administrative costs that meet the requirements of 24 CFR 578 and any other applicable Shelter Plus Care regulations.
 - 2.3. Schedule of Payments: The Contractor shall submit monthly documentation of expenditures of federal funds for rental subsidies for eligible clients in such a fashion as to allow the State to draw down federal funds from the Line of Credit Control System (LOCCS) in a manner that enables the Contractor to issue checks to the landlords in a timely way.



3. USE OF GRANT FUNDS.

3.1. Conformance to 24 CFR Part 578: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR 578.

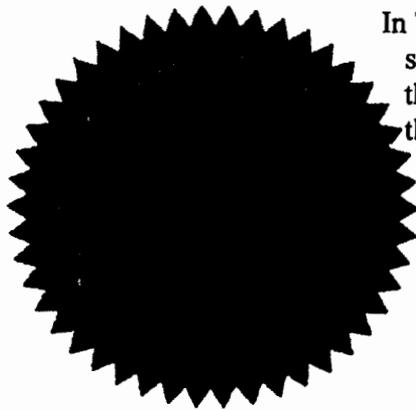
4. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

4.1. Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without prior written authorization from the State. Any expenditure that exceeds the approved budget shall be solely the financial responsibility of the Contractor. However, the transfer of other funds may cover such excess expenditures where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the 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 CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire trade name registered on June 30, 2003 and that The Mental Health Center for Southern New Hampshire 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 2nd day of April, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of CLM Center for Life Management.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 27, 2015.
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27 day of May, 2015.
(Date Contract Signed)

4. Vic Topo is the duly elected President/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Judith Ryan
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 27 day of May, 2015

By Judith Ryan
(Name of Elected Officer of the Agency)

Lynda A. Silegy
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: LYNDA A. SILEGY
Notary Public - New Hampshire
My Commission Expires August 5, 2019



MISSION STATEMENT

To promote behavioral health and emotional well-being of individuals, families and organizations.

We accomplish this through professional, individualized, comprehensive services and by partnering with other organizations that share our philosophy.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE
MANAGEMENT AND AFFILIATES

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

Years ended June 30, 2014 and 2013

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Independent Auditor's Report

To the Board of Directors of
The Mental Health Center for Southern New Hampshire
d/b/a/ CLM Center for Life Management and Affiliates

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a/ CLM Center for Life Management and Affiliates (a nonprofit organization), which are comprised of the consolidated statement of financial position as of June 30, 2014, and the related consolidated 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 The Mental Health Center for Southern New Hampshire d/b/a/ CLM Center for Life Management and Affiliates as of June 30, 2014, 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.

Report on Summarized Comparative Information

The financial statements of The Mental Health Center for Southern New Hampshire d/b/a/ CLM Center for Life Management and Affiliates as of June 30, 2013, were audited by other auditors whose report dated October 1, 2013, expressed an unmodified opinion on those 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. Refer to Note for additional information regarding comparative information.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 16-22 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 October 10, 2014, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a/ CLM Center for Life Management and Affiliates 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 The Mental Health Center for Southern New Hampshire d/b/a/ CLM Center for Life Management and Affiliates internal control over financial reporting and compliance.



Essex Junction, Vermont
Registration number VT092.0000684
October 10, 2014

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Financial Position
June 30, 2014 and 2013

	<u>ASSETS</u>	
	<u>2014</u>	<u>2013</u>
Current assets:		
Cash and cash equivalents	\$ 684,160	\$ 429,199
Restricted cash	126,842	124,439
Accounts receivable, net	1,174,229	907,893
Other receivables	161,077	141,960
Prepaid expenses	<u>94,950</u>	<u>62,886</u>
Total current assets	2,241,258	1,666,377
Property and equipment, net	4,169,523	4,416,653
Finance costs, net	<u>344,696</u>	<u>362,964</u>
Total assets	<u>\$ 6,755,477</u>	<u>\$ 6,445,994</u>

LIABILITIES AND NET ASSETS

Current liabilities:		
Line of credit	\$ 125,000	\$ -
Current portion of long-term debt	80,000	108,809
Accounts payable	58,476	76,018
Accrued payroll and payroll liabilities	184,022	153,878
Accrued vacation	272,871	274,697
Accrued interest	46,830	49,000
Accrued expenses	<u>44,317</u>	<u>39,532</u>
Total current liabilities	811,516	701,934
Long-term-debt less current portion	<u>3,265,000</u>	<u>3,368,380</u>
Total liabilities	4,076,516	4,070,314
Net assets - unrestricted	<u>2,678,961</u>	<u>2,375,680</u>
Total liabilities and unrestricted net assets	<u>\$ 6,755,477</u>	<u>\$ 6,445,994</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Activities
Years ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<u>Public support and revenues:</u>		
Public support:		
Federal	\$ 1,053,327	\$ 970,014
State of New Hampshire - BBH	222,954	222,955
State and local funding	48,295	47,400
Other public support	31,262	38,322
Total public support	<u>1,355,838</u>	<u>1,278,691</u>
Revenues:		
Program service fees, net	10,429,373	9,964,952
Other service income	464,564	365,753
Rental income	81,374	83,794
Other	51,237	19,140
Gain on sale of building	80,182	-
Total revenues	<u>11,106,730</u>	<u>10,433,639</u>
Total public support and revenues	<u>12,462,568</u>	<u>11,712,330</u>
<u>Expenses:</u>		
BBH funded programs:		
Children	3,361,775	3,182,135
Elders	272,311	287,693
Vocational	234,468	285,723
Beaver Lake Lodge	874,974	828,851
Multi-Service	1,550,062	1,458,738
Acute Care	708,911	662,924
Independent Living	1,747,909	1,746,387
Assertive Community Treatment	459,474	409,008
Non-Specialized Outpatient	1,353,207	1,338,833
Non-BBH funded program services	595,134	535,639
Total program expenses	<u>11,158,225</u>	<u>10,735,931</u>
Administrative expenses	1,001,062	889,225
Total expenses	<u>12,159,287</u>	<u>11,625,156</u>
Change in net assets	303,281	87,174
Net assets, beginning of year	<u>2,375,680</u>	<u>2,288,506</u>
Net assets, end of year	<u>\$ 2,678,961</u>	<u>\$ 2,375,680</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Functional Expenses
Years ended June 30, 2014 and 2013

	2014		2013	
	Program Services	Administrative	Program Services	Administrative
	Total		Total	
Personnel costs:				
Salaries and wages	\$ 6,994,837	\$ 644,395	\$ 6,748,947	\$ 575,861
Employee benefits	1,299,328	98,688	1,245,700	81,380
Payroll taxes	510,573	46,574	484,773	43,799
Accounting/audit fees	48,292	4,087	49,088	5,994
Advertising	11,521	1,359	6,273	855
Conferences, conventions and meetings	23,008	13,290	12,327	10,736
Depreciation/amortization	214,599	17,433	209,083	16,607
Equipment maintenance	21,042	1,441	17,532	1,152
Equipment rental	23,209	2,978	21,561	2,826
Insurance	72,097	6,366	72,224	6,602
Interest expense	111,920	16,349	117,323	19,424
Legal fees	63,172	5,344	26,383	2,711
Membership dues	54,898	7,181	45,927	4,048
Occupancy expenses	748,987	25,811	727,627	22,392
Office expenses	182,965	34,102	154,375	28,779
Other expenses	41,427	21,771	24,308	6,379
Other professional fees	394,431	44,813	410,638	50,854
Program supplies	157,842	7,205	173,515	7,339
Travel	184,077	1,875	188,327	1,487
	11,158,225	1,001,062	10,735,931	889,225
Administrative allocation	1,001,062	(1,001,062)	889,225	(889,225)
Total expenses	\$ 12,159,287	\$ -	\$ 11,625,156	\$ -
				\$ 11,625,156

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Cash Flows
Years ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities:		
Increase in net assets	\$ 303,281	\$ 87,174
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	232,032	225,690
Gain on sale of building	(80,182)	-
(Increase) decrease in:		
Restricted cash	(2,403)	(35,569)
Accounts receivable, net	(266,336)	(65,395)
Other receivables	(19,117)	31,991
Prepaid expenses	(32,064)	(8,555)
Increase (decrease) in:		
Accounts payable and accrued expenses	13,391	5,536
Deferred revenue	-	(12,000)
Net cash provided by operating activities	148,602	228,872
Cash flows from investing activities:		
Proceeds from sale of property	200,335	-
Purchases of property and equipment	(80,833)	(38,789)
Finance costs	(5,954)	-
Net cash provided (used) by investing activities	113,548	(38,789)
Cash flows from financing activities:		
Net borrowing (payments) on line of credit	125,000	(200,000)
Principal payments on long term debt	(132,189)	(72,330)
Net cash used in financing activities	(7,189)	(272,330)
Net increase (decrease) in cash and cash equivalents	254,961	(82,247)
Cash and cash equivalents, beginning of year	429,199	511,446
Cash and cash equivalents, end of year	\$ 684,160	\$ 429,199
<u>Supplemental cash flow disclosures:</u>		
Cash paid during the year for interest	\$ 130,439	\$ 125,299

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

Note 1. Nature of organization

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (the "Agency") is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs.

West Rock Endowment Association, Inc. (the "Association") was a title holding company as defined by the Internal Revenue Service, whose sole purpose was to lease its real estate holdings to qualifying exempt organizations. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members. The Association was dissolved in June 2014. Refer to Note 12 for additional information of the dissolution.

During 2006, the Center for Life Management Foundation (the "Foundation") was established to act for the benefit of, to carry out the functions of, and to assist the Agency. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Agency is the sole member.

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management, West Rock Endowment Association, Inc., and the Center for Life Management Foundation are collectively referred to the "Organization".

Basis of consolidation

The consolidated financial statements include the accounts of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and its Affiliates, West Rock Endowment Association, Inc. and the Center for Life Management Foundation. All intercompany transactions have been eliminated in consolidation.

Note 2. Basis of accounting and summary of significant accounting policies

Basis of accounting

The financial statements are prepared on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to date of receipt or payment of cash. Contributions are reported in accordance with FASB Accounting Standards Codification ("ASC") *Accounting for Contributions Received and Contributions Made*.

Basis of presentation

The Organization's financial statement presentation is required by the Not-for-Profit *Presentation of Financial Statements* topic of the FASB ASC. The Organization is required to report information regarding its financial position and activities according to the following three classifications of net assets based on the existence or absence of donor-imposed restrictions.

Unrestricted net assets – Net assets that are not subject to donor-imposed restrictions.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

Note 2. Basis of accounting and summary of significant accounting policies (continued)

Temporarily restricted net assets – Net assets subject to donor-imposed restrictions that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets – Net assets subject to donor-imposed restrictions that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on any related investments for general or specific purposes.

At June 30, 2014 and 2013, the Organization had no temporarily or permanently restricted net assets.

General

The significant accounting policies of the Organization are presented to assist in understanding the Organization's financial statements. The financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the financial statements.

Use of estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates that were used.

Cash and cash equivalents

The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash and cash equivalents. Cash equivalents include savings, money market accounts, and certificates of deposits.

Accounts receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management writes off accounts when they are deemed uncollectible and establishes an allowance for doubtful accounts for estimated uncollectible amounts. The Organization had an allowance for doubtful accounts of \$371,644 and \$371,480 as of June 30, 2014 and 2013, respectively. Refer to Note 4 for additional discussion of accounts receivable.

Property

Property is recorded at cost, except for donated assets which are recorded at estimated fair value at the date of donation. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	15 – 40 years
Automobiles	3 – 15 years
Equipment	5 – 7 years

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Notes to Consolidated Financial Statements
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Note 2. Basis of accounting and summary of significant accounting policies (continued)

All equipment valued at \$500 or more is capitalized. 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 accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$207,809 and \$208,043 for the years ended June 30, 2014 and 2013, respectively.

Finance costs

Financing costs are recorded on the statement of position net of accumulated amortization. The costs are amortized over the term of the respective financing arrangement. Amortization expense was \$24,223 and \$17,647 for the years ended June 30, 2014 and 2013, respectively.

Vacation pay and fringe benefits

Vacation pay is accrued and charged to programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on programs.

Fair value measurements and financial instruments

The Company adopted FASB ASC 820, Fair Value Measurements and Disclosures, for assets and liabilities measured at fair value on a recurring basis. The codification established a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements.

FASB ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, FASB ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

- Level 1: Observable market inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Observable market inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3: Unobservable inputs where there is little or no market data, which require the reporting entity to develop its own assumptions.

The Organization's financial instruments consist primarily of cash, accounts receivables, accounts payable and accrued expenses. The carrying amount of the Organization's financial instruments approximates their fair value due to the short-term nature of such instruments. The carrying value of long-term debt approximates fair value due to their bearing interest at rates that approximate current market rates for notes with similar maturities and credit quality.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Contributions

Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence or nature of any donor restrictions.

All donor-restricted contributions received are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of support, revenues, and expenses as net assets released from restrictions.

Restricted contributions that meet the restriction in the same reporting period are reported as increases in unrestricted net assets.

Third-party contractual arrangements

A significant portion of revenue is derived from services to patients insured by third-party payers. Reimbursements from Medicare, Medicaid, and other commercial payers are at defined service rates for services rendered to patients covered by these programs are received. The difference between the established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Advertising expenses

The Organization expenses advertising costs as they are incurred.

Expense allocation

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

Income taxes

The Agency is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Agency has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

The Association was a 501(c)(2) title holding company whose sole purpose is to lease its real estate holdings to qualifying organizations. The Association was dissolved in June 2014.

The Foundation is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. It is an organization that is organized and operated exclusively for the benefit of the Agency.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

These financial statements follow FASB ASC, *Accounting for Uncertain 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. *Accounting for Uncertain Income Taxes* did not have a material impact on these financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2011, 2012 and 2013 are subject to examination by the IRS, generally for three years after filing.

Comparative financial statements

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 GAAP. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ending June 30, 2013, from which the summarized information was derived.

Subsequent events

The Organization has evaluated all subsequent events through October 10, 2014, the date the financial statements were available to be issued.

Note 3. Restricted cash

As of June 30, 2014 and 2013, the Organization had restricted cash of \$126,842 and \$124,439, respectively. The amounts represent cash which is restricted for debt service requirements, as designated by the Series 2006 bonds.

Note 4. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	2014			2013		
<u>Accounts receivable</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Clients	\$ 534,588	\$ (313,184)	\$ 221,404	\$ 540,356	\$ (344,265)	\$ 196,091
Insurance companies	131,465	(4,734)	126,731	151,163	(6,873)	144,290
Medicaid	602,084	(17,788)	584,296	455,647	(9,697)	445,950
Medicare	277,736	(35,938)	241,798	132,207	(10,645)	121,562
	<u>\$1,545,873</u>	<u>\$ (371,644)</u>	<u>\$ 1,174,229</u>	<u>\$1,279,373</u>	<u>\$ (371,480)</u>	<u>\$ 907,893</u>
 <u>Other receivables</u>						
Towns			\$ 19,500			\$ 21,500
NH Division of Mental Health			68,582			72,025
Miscellaneous			72,995			48,435
			<u>\$ 161,077</u>			<u>\$ 141,960</u>

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Note 5. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	<u>2014</u>	<u>2013</u>
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	\$ <u>1,174,229</u>	\$ <u>907,893</u>
Other receivables due from entities located in New Hampshire	\$ <u>161,077</u>	\$ <u>141,960</u>

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2014 and 2013, the Organization had approximately \$96,000 and \$0 in uninsured cash balances.

Note 6. Property

Property and equipment consists of the following at June 30:

	<u>2014</u>	<u>2013</u>
Land	\$ 632,418	\$ 687,307
Buildings and improvements	4,175,624	4,475,044
Automobiles	93,388	89,335
Equipment	<u>1,401,055</u>	<u>1,613,141</u>
	6,302,485	6,864,827
Less: accumulated depreciation	<u>(2,169,493)</u>	<u>(2,489,568)</u>
	4,132,992	4,375,259
Construction in progress	<u>36,531</u>	<u>41,394</u>
Property and equipment, net	\$ <u>4,169,523</u>	\$ <u>4,416,653</u>

Note 7. Line of credit

As of June 30, 2014, the Organization has a demand line of credit with People's United Bank with a borrowing capacity of \$1,500,000, which is available through December 31, 2014, the annual review date. Interest accrued on the outstanding principal balance is payable monthly at prime plus 0.25%; provided, however, at no time shall the interest rate be less than 4.00%. The outstanding balance on the line at June 30, 2014 was \$125,000. The line of credit is secured by all business assets and real estate.

As of June 30, 2013, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$750,000. Interest accrued on the outstanding principal balance is payable monthly at prime plus 0.25%; provided, however, at no time shall the interest rate be less than 5.00%. The outstanding balance on the line at June 30, 2013 was \$0. The line of credit is secured by all business assets and real estate.

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Note 8. Long term debt

Long term debt consists of the following as of June 30,:

	<u>2014</u>	<u>2013</u>
People's United Bank - Mortgage payable in monthly principal and interest installments of \$2,489, with interest fixed at 5.823%, secured by certain real estate. Mortgage was paid off in 2014.	\$ -	\$ 57,189
Series 2006 New Hampshire Health and Education Facilities Bond- Payable through 2036, original principal of \$3,700,000, remarketed and sold to Centrix Bank December 2011 at 2.80% per annum.	<u>3,345,000</u>	<u>3,420,000</u>
Total long term debt	3,345,000	3,477,189
Less: current portion of long term debt	<u>(80,000)</u>	<u>(108,809)</u>
Long term debt, less current portion	<u>\$ 3,265,000</u>	<u>\$ 3,368,380</u>

Future maturities of long term debt are as follows:

<u>Year ending June 30,</u>	
2015	\$ 80,000
2016	85,000
2017	90,000
2018	95,000
2019	100,000
Thereafter	<u>2,895,000</u>
Total	<u>\$ 3,345,000</u>

In accordance with the Series 2006 bond issuance, there is a ten-year letter of credit commitment (currently with People's United Bank) to support the tax-exempt bonds issue. An 0.85% fee on the outstanding letter of credit balance is required. During the years ending June 30, 2014 and 2013, fees were incurred on the outstanding letter of credit, which are included in interest expense.

The bonds are secured by land, building, equipment, and certain revenues. The Organization is subject to certain financial covenants required by the bonds.

Note 9. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions totaled \$61,383 and \$0 for the years ending June 30, 2014 and 2013, respectively.

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Notes to Consolidated Financial Statements
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Note 10. Commitments and contingencies

The Mental Health Center for Southern New Hampshire, d/b/a CLM Center for Life Management, has entered into an agreement with Parkland Medical Center ("PMC") of Derry, New Hampshire, effective June 1, 2013, and will expire on December 31, 2014, whereby CLM provides psychiatric services and consultations to inpatients of PMC for the hospital medical and nursing staff. The consultations are requested by the hospital and responded to by CLM medical staff on an on-call basis. In addition to the psychiatric services, CLM provides emergency mental health assessments, evaluations, and referral services to the emergency department ("ED") of the hospital. CLM emergency service clinicians are available on a twenty-four hour, seven days a week basis to see patients entering the ED who are experiencing a mental health crisis or psychiatric emergency.

For the years ending June 30, 2014 and 2013, the Agency received approximately 58% and 57%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Community Mental Health Center affords the Agency Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds that can be taken as a grant or pledged in full or in part for leveraging matching federal Medicaid dollars.

Note 11. Lease commitments

The Agency leases facilities under various operating leases. Rent expense recorded under these arrangements was approximately \$63,000 and \$85,000 for the years ended June 30, 2014 and 2013, respectively.

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2014:

<u>Year ending June 30,</u>	
2015	\$ 105,954
2016	109,947
2017	109,947
2018	117,773
2019	<u>117,773</u>
Total	<u>\$ 561,394</u>

Note 12. Dissolution

The Board of Directors of West Rock Endowment Association, Inc. executed a Statement of Dissolution effective June 25, 2014. The Statement of Dissolution included a provision that all remaining assets be distributed to the related 501(c)(3) organization, The Mental Health Center for Southern New Hampshire, d/b/a/ CLM Center for Life Management.

In accordance with FASB Accounting Standards Codification section 860, the distribution of the remaining assets is accounted for as a sale of financial assets in which a gain or loss is recognized in an amount equal to the assets transferred, net of any liabilities assumed.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Note 10. Dissolution (continued)

The transfer resulted in cash of \$205,123 being transferred from the Association to CLM and \$32,027 being transferred to CLM as a payoff on the People's United mortgage payable discussed in Note 8. The resulting transfers of \$237,150 are reported as gain on transfer of assets for CLM and loss from transfer of assets for the Association. The amounts are appropriately eliminated in consolidation.

SUPPLEMENTARY INFORMATION

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Position
June 30, 2014

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
ASSETS						
Current assets:						
Cash and cash equivalents	\$ 559,850	\$ -	\$ 124,310	\$ 684,160	\$ -	\$ 684,160
Restricted cash	126,842	-	-	126,842	-	126,842
Accounts receivable, net	1,174,229	-	-	1,174,229	-	1,174,229
Other receivables	161,077	-	-	161,077	-	161,077
Prepaid expenses	94,950	-	-	94,950	-	94,950
Total current assets	2,116,948	-	124,310	2,241,258	-	2,241,258
Property and equipment, net	4,169,523	-	-	4,169,523	-	4,169,523
Finance costs, net	344,696	-	-	344,696	-	344,696
Total assets	\$ 6,631,167	\$ -	\$ 124,310	\$ 6,755,477	\$ -	\$ 6,755,477

LIABILITIES AND NET ASSETS

Current liabilities:						
Line of credit	\$ 125,000	\$ -	\$ -	\$ 125,000	\$ -	\$ 125,000
Current portion of long-term debt	80,000	-	-	80,000	-	80,000
Accounts payable	58,476	-	-	58,476	-	58,476
Accrued payroll and payroll liabilities	184,022	-	-	184,022	-	184,022
Accrued vacation	272,871	-	-	272,871	-	272,871
Accrued interest	46,830	-	-	46,830	-	46,830
Accrued expenses	44,317	-	-	44,317	-	44,317
Total current liabilities	811,516	-	-	811,516	-	811,516
Long-term-debt less current portion	3,265,000	-	-	3,265,000	-	3,265,000
Total liabilities	4,076,516	-	-	4,076,516	-	4,076,516
Net assets - unrestricted	2,554,651	-	124,310	2,678,961	-	2,678,961
Total liabilities and unrestricted net assets	\$ 6,631,167	\$ -	\$ 124,310	\$ 6,755,477	\$ -	\$ 6,755,477

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Position
June 30, 2013

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
Current assets:						
Cash and cash equivalents	\$ 286,174	\$ 17,268	\$ 125,757	\$ 429,199	\$ -	\$ 429,199
Restricted cash	124,439	-	-	124,439	-	124,439
Accounts receivable, net	907,893	-	-	907,893	-	907,893
Other receivables	141,960	-	-	141,960	-	141,960
Prepaid expenses	62,886	-	-	62,886	-	62,886
Total current assets	1,523,352	17,268	125,757	1,666,377	-	1,666,377
Property and equipment, net	4,287,980	128,673	-	4,416,653	-	4,416,653
Finance costs, net	362,964	-	-	362,964	-	362,964
Total assets	\$ 6,174,296	\$ 145,941	\$ 125,757	\$ 6,445,994	\$ -	\$ 6,445,994

LIABILITIES AND NET ASSETS

Current liabilities:						
Current portion of long-term debt	\$ 108,809	\$ -	\$ -	\$ 108,809	\$ -	\$ 108,809
Accounts payable	76,018	-	-	76,018	-	76,018
Accrued payroll and payroll liabilities	153,878	-	-	153,878	-	153,878
Accrued vacation	274,697	-	-	274,697	-	274,697
Accrued interest	49,000	-	-	49,000	-	49,000
Accrued expenses	39,532	-	-	39,532	-	39,532
Total current liabilities	701,934	-	-	701,934	-	701,934
Long-term-debt less current portion	3,368,380	-	-	3,368,380	-	3,368,380
Total liabilities	4,070,314	-	-	4,070,314	-	4,070,314
Net assets - unrestricted	2,103,982	145,941	125,757	2,375,680	-	2,375,680
Total liabilities and unrestricted net assets	\$ 6,174,296	\$ 145,941	\$ 125,757	\$ 6,445,994	\$ -	\$ 6,445,994

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Activities
For the Year Ended June 30, 2014

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
<u>Public support and revenues:</u>						
Public support:						
Federal	\$ 1,053,327	\$ -	\$ -	\$ 1,053,327	\$ -	\$ 1,053,327
State of New Hampshire - BBH	222,954	-	-	222,954	-	222,954
State and local funding	48,295	-	-	48,295	-	48,295
Other public support	31,262	-	-	31,262	-	31,262
Total public support	1,355,838	-	-	1,355,838	-	1,355,838
Revenues:						
Program service fees, net	10,429,373	-	-	10,429,373	-	10,429,373
Other service income	464,564	-	-	464,564	-	464,564
Rental income	81,374	22,500	-	103,874	(22,500)	81,374
Other	16,268	83	34,886	51,237	-	51,237
Gain on sale of building	-	80,182	-	80,182	-	80,182
Gain from transfer of assets	237,150	-	-	237,150	(237,150)	-
Total revenues	11,228,729	102,765	34,886	11,366,380	(259,650)	11,106,730
Total public support and revenues	12,584,567	102,765	34,886	12,722,218	(259,650)	12,462,568
<u>Expenses:</u>						
BBH funded programs:						
Children	3,361,775	-	-	3,361,775	-	3,361,775
Elders	272,311	-	-	272,311	-	272,311
Vocational	234,468	-	-	234,468	-	234,468
Beaver Lake Lodge	874,974	-	-	874,974	-	874,974
Multi-Service	1,550,062	-	-	1,550,062	-	1,550,062
Acute Care	708,911	-	-	708,911	-	708,911
Independent Living	1,747,909	-	-	1,747,909	-	1,747,909
Assertive Community Treatment	459,474	-	-	459,474	-	459,474
Non-Specialized Outpatient	1,353,207	-	-	1,353,207	-	1,353,207
Non-BBH funded program services	569,745	11,556	36,333	617,634	(22,500)	595,134
Total program expenses	11,132,836	11,556	36,333	11,180,725	(22,500)	11,158,225
Administrative expenses	1,001,062	-	-	1,001,062	-	1,001,062
Total expenses	12,133,898	11,556	36,333	12,181,787	(22,500)	12,159,287
Loss from transfer of assets	-	237,150	-	237,150	(237,150)	-
Total expenses and losses	12,133,898	248,706	36,333	12,418,937	(259,650)	12,159,287
Change in net assets	450,669	(145,941)	(1,447)	303,281	-	303,281
Net assets, beginning of year	2,103,982	145,941	125,757	2,375,680	-	2,375,680
Net assets, end of year	\$ 2,554,651	\$ -	\$ 124,310	\$ 2,678,961	\$ -	\$ 2,678,961

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Activities
For the Year Ended June 30, 2013

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
<u>Public support and revenues:</u>						
Public support:						
Federal	\$ 970,014	\$ -	\$ -	\$ 970,014	\$ -	\$ 970,014
State of New Hampshire - BBH	222,955	-	-	222,955	-	222,955
State and local funding	47,400	-	-	47,400	-	47,400
Other public support	7,235	-	31,087	38,322	-	38,322
Total public support	1,247,604	-	31,087	1,278,691	-	1,278,691
Revenues:						
Program service fees, net	9,964,952	-	-	9,964,952	-	9,964,952
Other service income	365,753	-	-	365,753	-	365,753
Rental income	83,794	15,930	-	99,724	(15,930)	83,794
Other	19,140	3	-	19,143	(3)	19,140
Total revenues	10,433,639	15,933	-	10,449,572	(15,933)	10,433,639
Total public support and revenues	11,681,243	15,933	31,087	11,728,263	(15,933)	11,712,330
<u>Expenses:</u>						
BBH funded programs:						
Children	3,182,135	-	-	3,182,135	-	3,182,135
Elders	287,693	-	-	287,693	-	287,693
Vocational	285,723	-	-	285,723	-	285,723
Beaver Lake Lodge	828,851	-	-	828,851	-	828,851
Multi-Service	1,458,738	-	-	1,458,738	-	1,458,738
Acute Care	662,924	-	-	662,924	-	662,924
Independent Living	1,746,387	-	-	1,746,387	-	1,746,387
Assertive Community Treatment	409,008	-	-	409,008	-	409,008
Non-Specialized Outpatient	1,338,833	-	-	1,338,833	-	1,338,833
Non-BBH funded program services	521,693	15,933	13,946	551,572	(15,933)	535,639
Total program expenses	10,721,985	15,933	13,946	10,751,864	(15,933)	10,735,931
Administrative expenses	889,225	-	-	889,225	-	889,225
Total expenses	11,611,210	15,933	13,946	11,641,089	(15,933)	11,625,156
Change in net assets	70,033	-	17,141	87,174	-	87,174
Net assets, beginning of year	2,033,949	145,941	108,616	2,288,506	-	2,288,506
Net assets, end of year	\$ 2,103,982	\$ 145,941	\$ 125,757	\$ 2,375,680	\$ -	\$ 2,375,680

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Analysis of Accounts Receivable
For the Year Ended June 30, 2014

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	\$ 540,356	\$ 1,569,584	\$ (395,901)	\$ (1,179,451)	\$ -	\$ 534,588
Insurance companies	151,163	2,003,954	(425,890)	(1,597,762)	-	131,465
Medicaid	455,647	8,876,332	(1,672,500)	(7,057,395)	-	602,084
Medicare	132,207	735,530	(261,736)	(328,265)	-	277,736
Allowance	(371,480)	-	-	-	(164)	(371,644)
Total	\$ 907,893	\$ 13,185,400	\$ (2,756,027)	\$ (10,162,873)	\$ (164)	\$ 1,174,229

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Revenues and Expenses
For the Year Ended June 30, 2014

	Children	Elders	Vocational	Beaver Lake Lodge	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	non-Specialized Outpatient	Other Non-BBH	Total Program Services	Administrative	Total Agency
<u>Public support and revenues:</u>													
Public support:													
Federal	\$ 22,498	\$ -	\$ 2,522	\$ 232,352	\$ 40,153	\$ 10,081	\$ 687,971	\$ 5,776	\$ 19,428	\$ 12,546	\$ 1,053,327	\$ -	\$ 1,053,327
State of New Hampshire - BBH	1,770	-	-	-	-	141,185	-	79,999	-	-	222,954	-	222,954
State and local funding	30,428	-	-	-	-	-	-	-	3,267	14,600	48,295	-	48,295
Other public support	1,973	-	-	28,500	-	-	-	-	-	789	31,262	-	31,262
Total public support	56,669	-	2,522	280,852	40,153	151,266	687,971	85,775	22,695	27,935	1,355,838	-	1,355,838
Revenues:													
Program service fees, net	3,934,058	498,879	214,029	580,586	1,948,611	249,650	1,279,167	378,123	969,810	376,460	10,429,373	-	10,429,373
Other service income	73,592	-7,783	-	-	-	284,923	-	-	42,649	55,617	464,564	-	464,564
Rental income	833	-	-	77,982	833	833	-	-	893	-	81,374	-	81,374
Other	(2,621)	14	-	148	(2,277)	73	3,415	(268)	13,871	87	12,442	3,826	16,268
Gain from transfer of assets	57,933	5,375	5,231	15,489	27,387	11,673	27,387	11,283	25,953	1,435	189,146	48,004	237,150
Total revenues	4,005,862	506,676	214,029	658,716	1,947,167	535,479	1,282,582	377,855	1,027,223	432,164	10,987,753	3,826	11,228,729
Total public support and revenues	4,062,531	506,676	216,551	939,568	1,987,320	686,745	1,970,553	463,630	1,049,918	460,099	12,343,591	3,826	12,584,567
Total program expenses	3,664,073	296,798	255,551	953,653	1,689,446	772,657	1,905,084	500,791	1,474,890	620,955	12,133,898	-	12,133,898
Net	\$ 398,458	\$ 209,878	\$ (39,000)	\$ (14,085)	\$ 297,874	\$ (85,912)	\$ 65,469	\$ (37,161)	\$ (424,972)	\$ (160,856)	\$ 209,693	\$ 3,826	\$ 450,669

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Expenses
For the Year Ended June 30, 2014

	Children	Elders	Vocational	Beaver Lake Lodge	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	non-Specialized Outpatient	Other Non-BBH	Total Program Services	Administrative	Total Agency
Personnel costs:													
Salaries and wages	\$ 2,268,090	\$ 187,294	\$ 147,349	\$ 473,327	\$ 1,021,561	\$ 510,571	\$ 799,211	\$ 286,061	\$ 946,983	\$ 354,390	\$ 6,994,837	\$ 644,395	\$ 7,639,232
Employee benefits	401,898	31,677	35,362	109,471	243,783	63,787	168,298	65,538	135,851	43,663	1,299,328	98,688	1,398,016
Payroll taxes	167,323	13,765	10,480	34,586	72,865	38,125	58,303	20,057	69,733	25,336	510,573	46,574	557,147
Accounting/audit fees	14,635	1,357	1,321	3,913	6,921	2,950	6,921	2,853	6,555	365	47,791	4,087	51,878
Advertising	3,007	234	280	821	1,410	1,147	1,439	487	2,407	289	11,521	1,359	12,880
Conferences, conventions and meetings	4,803	291	672	1,757	1,530	1,074	5,009	4,110	1,241	2,521	23,008	13,290	36,298
Depreciation/amortization	63,120	5,856	5,700	16,875	29,839	12,718	29,839	12,293	28,274	1,565	206,079	17,433	223,512
Equipment maintenance	5,215	484	471	4,483	2,928	1,051	2,928	1,016	2,336	130	21,042	1,441	22,483
Equipment rental	11,059	302	5	695	2,914	3,147	1,164	11	3,340	572	23,209	2,978	26,187
Insurance	20,998	1,948	1,896	7,386	11,698	4,231	9,926	4,089	9,406	519	72,097	6,366	78,463
Interest expense	34,309	3,178	3,094	9,164	16,202	6,902	16,195	6,672	15,355	849	111,920	16,349	128,269
Legal fees	19,349	1,795	1,747	5,173	9,147	3,899	9,147	3,768	8,667	480	63,172	5,344	68,516
Membership dues	7,435	871	699	2,308	4,476	1,538	20,590	1,455	3,340	12,186	54,898	7,181	62,079
Occupancy expenses	57,024	9,802	580	83,382	37,091	13,972	491,402	4,323	44,600	25,461	767,637	25,811	793,448
Office expenses	53,400	2,980	3,333	22,582	24,363	14,436	21,549	6,531	24,627	9,164	182,965	34,102	217,067
Other expenses	3,278	281	97	481	2,246	1,018	1,287	1,224	2,124	1,372	13,408	21,771	35,179
Other professional fees	144,986	8,601	12,395	36,355	45,430	18,763	48,668	18,790	42,089	11,355	387,432	44,813	432,245
Program supplies	8,279	911	352	52,524	5,866	2,269	2,938	1,202	4,010	79,491	157,842	7,205	165,047
Travel	73,567	684	8,635	9,691	9,792	7,313	53,095	18,994	2,269	37	184,077	1,875	185,952
Administrative allocation	3,361,775	272,311	234,468	874,974	1,550,062	708,911	1,747,909	459,474	1,353,207	569,745	11,132,836	1,001,062	12,133,898
	302,298	24,487	21,083	78,679	139,384	63,746	157,175	41,317	121,683	51,210	1,001,062	(1,001,062)	-
Total program expenses	\$ 3,664,073	\$ 296,798	\$ 255,551	\$ 933,653	\$ 1,689,446	\$ 772,657	\$ 1,905,084	\$ 500,791	\$ 1,474,890	\$ 620,955	\$ 12,133,898	\$ -	\$ 12,133,898

CLM *Center for Life
Management*
BOARD OF DIRECTORS* FY2015

July 1, 2012 to June 30, 2015

Elizabeth Roth
Chairperson

Ron Lague
Vice President

Judi Ryan
Secretary

Philip Plante

Jeffrey Rind, MD

Gail Corcoran

Vic Topo
President & CEO

Vernon Thomas

Susan Davis

Laura Nelson

July 1, 2014 - June 30, 2017

Kurt Simone

Roger Konstant

VICTOR TOPO

Home:
Mobile:

President/Chief Executive Officer

Successful 28-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and non-traditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

- Operations
- Reorganization and Reinvention
- Team building and leadership
- Strategic planning
- Board Collaboration
- Joint ventures and strategic partnerships
- Strong relationship with funders
- Community building

Professional Experience

Center for Life Management – Derry, NH
President/Chief Executive Officer

1999 – Present

Recruited to manage 501(c) 3 comprehensive community mental health center and its title holding 501(c) 2 corporation, entitled West Rock Endowment Association. Began with revenues of 6.5 million and increased to 9 million. Restructured senior management increasing direct reports from three to six.

Key results:

- Established closer connection with surrounding community utilizing aggressive public relations strategy while also rebranding CLM in 2004.
- Guided Board of Directors towards more accountability including higher expectation from management and individual board members.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer
- Increased year after year number of persons served starting with 3,400 to nearly 6,000.
- Created and implemented strategy to integrate mental health care with physician healthcare. Integrated behavioral health services into 2 Primary Care/Pediatric Practices and one Specialty (GYN) Practice in Southern New Hampshire.
- Consolidated outpatient offices toward design and construction of new state of the art 26,000 square foot facility. Received national awards for design and use of new facility.
- Provided leadership and vision to oversee the development of a Electronic Health Record (EHR) called webAISCE. Software now includes e-prescribing and has begun acquiring Meaningful Use dollars.
- Adopted Transcranial Magnetic Stimulation (TMS) as newest neurotech treatment for Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it.

Pathways, Inc. – Mentor, OH

1988 - 1999

Chief Executive Officer/Executive Director

Started with managing a small single purpose case management agency with revenues of \$486,000 and over 11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

VICTOR TOPO

-Page 2-

Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.
- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from \$38,000 in 1989 to \$431,210 in 1997.

Community Counseling Center – Ashtabula, OH

1983-1988

Case Management Supervisor/Case Manager

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital.

Key results:

- Transitioned consumers back into supervised and independent living.
 - Recruited, trained and managed staff of five case managers.
 - Designed and implemented agency's first case management program.
-

EDUCATION

Master of Social Work (MSW)

West Virginia University, Morgantown, WV

Bachelor of Arts (BA)

Siena College, Londonville, NY

Associate of Applied Science (AAS)

Fulton-Montgomery Community College, Johnstown, NY

BOARD/LEADERSHIP POSITIONS

Heritage United Way – Board of Directors

Mental Health Commission – Co-Chair
Consumers and Families Work Group

Statewide Evidenced Based Practice Committee – Co-Chair

Greater Salem Chamber of Commerce – Board of Directors

Greater Derry/Londonderry Chamber of Commerce – Board of Directors

Greater Derry/Salem Regional Transportation Council (RTC) -
Chairman, Board of Directors, Derry, NH

Greater Salem Leadership Program – Graduate, Class of 2001

Michael J. Bergeron

:0B

PROFESSIONAL PROFILE:

- Thirty-five plus years of extensive clinical background and skills combined with proven administrative and financial management experience. Reputation for high integrity, loyalty, dependability, hard work, dedication, attention to detail, and goal achievement. Proven history of successful program development.

EXPERIENCE:

CLM Center for Life Management, Salem, NH 9/99--Present
Vice President, Chief Financial Officer

- Executive/administrative responsibility for Finance, Accounting, Accounts Receivable, Accounts Payable, and Payroll. Primary responsibilities for fiscal management and reporting and regulatory compliance, budget development, monitoring, and management, state & vendor contracting, employee benefits negotiations, board reporting, and lender relations.

CLM Center for Life Management, Salem, NH 11/87--9/99
Director, Case Management Services

- Complete administrative, operational, and supervisory responsibility for the initial development and ongoing management of discrete case management services within the context of a multi-disciplinary treatment team model of community support programs. Led the expansion of this service to all populations, and guided transformation from a fully funded to a revenue generating service with \$1.4 million of annual billing and significant budget surpluses. Assisted with the design and development of customized network database system for case management and clinical desk top applications. Responsible for State audits resulting in ninety-five plus percent contract compliancy ratings. Member of management council, budget committee, strategic planning group, mission statement work group, communication committee, TBS TQM initiative, and invited by the Board to the CEO search committee.

Hampstead Hospital,, Hampstead, NH 10/76--10/87
Senior Psychiatric Counselor

- Provided individual, group, and family counseling as well as milieu management services and staff training. Instrumental in the expansion of the counseling role and responsibility. Appointed senior counselor by the Medical Director in recognition of this initiative and overall performance.

Prudential Insurance Company, Lawrence, MA 9/75--10/76
Special Agent

- Sales and marketing of complete insurance portfolio including life, health, property-casualty, and retirement.

Raytheon Company, Andover, MA 5/73--3/75
Government Property Coordinator

- Management of utilization and disposition of government property, facilities, tooling, and test equipment in accordance with contract stipulations.

Holy Family Hospital, Methuen, MA

6/70—6/72

Psychiatric Counselor

- Provided individual, group, and family counseling. Assisted with other indicated medical procedures such as electroconvulsive therapy, and participated in milieu management and activities.

EDUCATION:

- New Hampshire College, Graduate School of Business, Manchester, NH
M.B.A. Degree 1987
- Fitchburg State College, Graduate School of Guidance and Counseling, Fitchburg, MA
18 Graduate Hours in Counseling 1973
- Nathaniel Hawthorne College, Antrim, NH
B.A. Degree 1971

LICENSES AND PROFESSIONAL AFFILIATIONS:

- Licensed Certified Social Worker, Massachusetts License #3028-2-051-181
- Member in Good Standing National Association of Social Workers

LISA K. MADDEN, MSW, LICSW

PROFESSIONAL EXPERIENCE

Vice President and Chief Operating Officer, 6/05 – present

Center for Life Management, Derry, NH

Responsible for the overseeing the efficient operations of outpatient clinical systems of care in accordance with all federal and state requirements.

- Established and maintain an accountability process which establishes a high standard of care and measures the provision of services against the established standards.
- Established and maintain clinical service goals and incentive pay for performance system within a financially self-sustaining model of care.
- Provide direct supervision of operations and facilities. Oversee the selection, orientation, training, counsel, discipline and direction of all program staff.
- Responsible for monitoring clinical and administrative costs and revenue generation as well as the submission of the annual program budgets to the President and CEO.
- Collaborate with the Vice President of Quality and Compliance to determine the training needs for clinical and clinical administrative staff.
- Assist the President and CEO in developing short and long range strategic plans including program expansions, business development, facilities and capital usage and/or improvements, etc.
- Responsible for the implementation and expansion in of new or existing programs in response to community needs.
- Responsible for the establishment and maintenance of an integrated care model which allows for seamless access to services within the agency and coordination of services with area healthcare providers, hospitals and primary care physicians. Supervise the Director of Integrated Care and assist with the implementation of the model.
- Assisted CLM in the process of consolidating three sites into one new state of the art facility in July 2007.

Consultant, 6/04 – 6/05

Lisa K. Madden, LICSW, LLC

Independent contractor providing consultation services to a community counseling center and a specialized foster care organization.

Interim Clinic Director, 8/04 – 5/05

Wayside Youth and Family Support, Framingham, MA

Responsible for the turnaround management of a large community counseling center in Framingham. Accomplishments include:

- Reorganized clinical team, supervisory structure and support staff functions
- Implemented necessary performance improvement plans
- Hired staff with significantly increased productivity expectations

- Assisted in the implementation of a new Performance Management and Billing System
- Worked diligently to foster a positive work environment through extensive verbal and written communication; staff involvement in decisions when appropriate; providing direct feedback when necessary; and by providing support. The goal was to foster a positive and cooperative “culture” in the clinic.
- Provided senior management with budget reforecast for FY '05 and will assist with the development of program budget for FY '06.

Clinical Supervisor, 7/04 – 6/05

The Mentor Network, Lawrence MA

- Provide clinical supervision to MSW's seeking independent licensure.
- Provide training and consultation to the staff on such topics as diagnostic evaluations, treatment plans and case presentations.
- Provide group support and trauma debriefing after a critical incident.

Northeast Regional Clinic Director, The Family Counseling Center, 12/99 – 9/03

The Massachusetts Society for the Prevention of Cruelty to Children (MSPCC), Lawrence, MA

Responsible for turn around management of the clinics in the Northeast Region of MSPCC, specifically the cities of Lawrence, Lynn and Lowell. The clinics had been struggling with increased turnover of staff, reduced revenue, poor management of contracts, as well as significant problems in the medical records department. Responsibilities included budget development, implementation and accountability. Accomplishments include:

- Grew clinical team from 15 to 32 clinicians in three years.
- Developed Multi-Cultural Treatment Team.
- Increased annual third party revenue by 70%.
- Increased annual contract revenue by 65%.
- Contracts with the Department of Social Services; the Department of Mental Health in conjunction with the Professional Parent Advocacy League; the Department of Education and the Community Partnerships for Children and HeadStart.
- Organized a successful site visit and program review for re-licensure from the Department of Public Health (DPH).
- Successful site visit by the Council on Accreditation (COA).
- Reorganized Medical Records to meet DPH and COA standards; reorganize claims support resulting in increased revenue received for services rendered and significantly reduced write-offs.
- Participated on the HIPAA Task force—assisted in the development and implementation of the federally mandated Health Information Portability and Accountability Act policies and procedures for MSPCC.

Clinic Director, The Family Counseling Center, 9/95-12/99

MSPCC, Hyannis, MA

Responsible for the turn around management of a regional clinic serving children and families on Cape Cod. The clinic had recently experienced over 70% turnover, significant reduction in revenue, and a series of very negative stories in the local media because of the agency's response to the implementation of managed care. Responsible for marketing and public relations, redevelopment of a high quality clinical treatment team, increasing revenue and program development. Accomplishments include:

- Grew clinical team from 12 to 37 in three years.
- Streamlined intake procedures to increase access to services and reduce wait times.
- Increased annual third party revenue by 80%.

- Developed consultative relationships with two of Cape Cod's most well respected children's services providers.
- Developed first private/public partnership between MSPCC and a private practice to increase the availability of specialty clinical services.
- Developed internship program for Master's level clinician candidates.

Employee Assistance Professional, Clinical Social Worker, 9/93-7/95
North Essex Community Mental Health Center, (NECMHC, Inc.), Newburyport/Haverhill, MA

Clinical Social Worker – Intern, 5/93-9/93
NECMHC, Inc., Newburyport/Haverhill, MA

Clinical Social Worker – Intern, 9/92-4/93
Worcester Children's Friend Society, Worcester, MA

EAP Case Management Supervisor, 4/90-4/93
The Jernberg Corporation, Worcester, MA

EAP Case Manager, 2/89-4/90
The Jernberg Corporation, Worcester, MA

Clinical Counselor I & II
The Carol Schmidt Diagnostic Center and Emergency Shelter, YOU, Inc., Worcester, MA, 10/85-2/89

EDUCATION

University of Connecticut, School of Social Work, West Hartford, CT
 Masters in Social Work, Casework/Administration, August 1993

Clark University, Worcester, MA
 Bachelor of Arts, Government/Human Services, May 1985

PROFESSIONAL LICENSE

Licensed Independent Clinical Social Worker, MA # 1026094

References available upon request.

Barry C. Quimby

BARRY C. QUIMBY

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Summary: Over 18 years experience in community mental health and substance abuse treatment
Vast experience in client advocacy to access mainstream benefits/gainful employment
Knowledge of state/federal regulations and policies governing grant operations
Knowledge of HUD housing/PATH outreach and program operations

Experience:

Center for Life Management- Derry, New Hampshire *June 2000-Present*

- **Program Manager for Housing Development:** Responsible for overseeing all HUD funding including the Shelter Plus Care housing assistance program. Foster relations with local landlords, Arrange for apartment inspections to meet HUD Quality Standards, Process and complete necessary file documentation, Advocate for clients within the program to obtain affordable housing, Serve as liaison to the local Housing Authority. Responsible for HMIS data entry, Annual renewals, APR submission, and Quarterly reports for all HUD contracts including Beaver Lake Lodge (A HUD funded residential program). Co-Chair to the New Hampshire Balance of State Continuum of Care (BOSCOC) (Nominated November 2007) Active participant of NH-HMIS Advisory Committee and NH HMIS Data Quality Committee. Successful recipient of a second Shelter Plus Care Good Samaritan grant involving three agencies participating in the NH BOSCOC in 2009. Successful recipient of NHH Transitional Housing funds for a Permanent Housing Program 2010.
- **PATH Homeless Outreach Supervisor:** Successful recipient of PATH funding to CLM. Responsible for overseeing all aspects of program funding for outreach to homeless individuals in Western Rockingham County. Provide outreach to identify homeless individuals suffering from mental illness and homelessness, link to community services for which said individuals are eligible and assist individuals engaged in obtaining mainstream benefits, housing, legal advocacy, and community Mental Health / Substance Abuse services. Assisted in the development of Bi-State Technical Assistance grant from SAMHSA to provide training for PATH providers on legal issues, advocacy, program improvement, and interstate collaboration to improve services provided to homeless individuals in New Hampshire and Vermont. Successfully initiated CLM as a pilot program in New Hampshire for PATH data entry into NH-HMIS.
- **Case Manager:** Responsible for the direct service planning as part of a multidisciplinary community support team. Provide Case Management and Functional Support Services to adult clients with mental illness. Consult with medical / clinical staff, Assist clients with identifying options for employment and assist with job placement and maintaining employment, Refer clients to community resources; Provide representative payee services; Promote independent functioning in the community to clients served; Provide staff training and orientation. Served as Dialectical Behavioral Therapy (DBT) skills group leader. Trained in DBT Therapy and active member of DBT consultation team. Serve on CLM's Safety Committee as well as CLM's Medicare Part D Committee. NH Hospital Liaison.

Barry C. Quinby

Harbor Homes, Inc., Nashua, New Hampshire

November 1993-June 2000

- ♦ **Program Manager / Residential Coordinator:** Involved in all aspects of operating a housing and treatment program for 43 clients living in supported housing in the greater Nashua area, including policy and regulation adherence for a 14-bed HUD-funded program. Managed 6 full-time and 21 fee-for-service staff; Fostered relations with local affiliates; Improved the clinical sophistication of program. Implemented training programs, assisted with grant writing, and reduced staff turnover. *HUD certified.*
- ♦ **Fee-for-Service Counselor:** Worked 1:1 with clients to assist in overall treatment goals. Worked with administration and management to develop policies and procedures to enhance the day to day operations of the program. Created training packages to ensure the overall Counselor/Client relationship is more productive and measurable for both billing and therapeutic productivity.

American Training, Lowell, Massachusetts

April 1998-December 1998

- ♦ **Program Director:** Directed all aspects of operating a supported housing program for 27 individuals in the greater Lowell area, including supervision of middle management and direct-care staff, policy and regulation adherence, and fostering program relations with local affiliates.

South Middlesex Opportunity Council, Framingham, Massachusetts

April 1992-April 1998

- ♦ **Program Manager / Site Coordinator:** Managed all aspects of operating a group home and supported housing program for chronic mentally ill adults. Improved program by ensuring licensure and regulation adherence from Department of Mental Health; Created a results-oriented team atmosphere for program efficiency; Reduced the program budget deficit during 1996 fiscal year; Reduced the staff turnover ratio within component; Worked with local and area DMH agencies and affiliates to improve program relations and reputation.
- ♦ **Supported Housing Coordinator:** Coordinated all aspects of a supported housing program for four mentally ill individuals. Managed staff overseeing clients while increasing program client turnover to more independent living status; Improved client charting and documentation to ensure DMH licensure; Improved inter-staff communication to improve efficiency of treatment.
- ♦ **Residential Counselor:** Worked in a program that involved transitioning mentally ill individuals from a hospital setting into community living. Assisted in moving 25 clients from state hospital setting into group homes located in Metro-west area; Assisted two clients in gaining skills needed to move from group homes into independent living within the community.

Education:

Keene State College, Keene, New Hampshire

Graduated May 1991

- ♦ **Bachelor of Arts in Industrial / Social / Counseling Psychology**

Gained Independent Study laboratory experience as a **Research Assistant** organizing and administering semantic-priming research studies at Keene State College. Responsibilities included designing experiments, testing subjects, collecting and analyzing data.

CONTRACTOR NAME

Shelter Plus Care I

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Vic Topo	President & CEO	\$141,335	0.0	
Michael Bergeron	Vice President & CFO	\$113,859	0.0	
Lisa Madden	Vice President & COO	\$108,680	0.005	\$543
Isabel Norian, MD	Medical Director	\$192,380	0.0	
Barry Quimby	HUD Coordinator/Program Manager	\$46,629	5.0	\$2,331

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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
 Commissioner

Mary Ann Cooney
 Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9196 1-800-852-3345 Ext. 9196
 Fax: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 21, 2014

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

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into agreements with the vendors listed in the table below to provide Shelter Plus Care Program services to homeless individuals and families in an amount not to exceed \$593,876 effective the dates indicated in the table below upon Governor and Executive Council approval through the completion dates indicated in the table below.

Vendor	Vendor Number	Location	Effective Date	Completion Date	Amount
Center for Life Management	174116-P001	Derry	09/01/2014	08/31/2015	\$260,970
Center for Life Management	174116-P001	Berlin & Derry	12/01/2014	11/30/2015	\$66,246
Southwestern Community Services, Inc.	177511-P001	Cheshire, Sullivan and Western Hillsborough Counties	07/01/2014	06/30/2015	\$266,660
				Total:	\$593,876

Funds are available in the following accounts in State Fiscal Year 2015, and anticipated to be available in State Fiscal Year 2016, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without Governor and Executive Council approval, if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

See attachment for fiscal details and areas served

EXPLANATION

The Department has participated in over twenty (20) rounds of disbursing federal awards to local communities for the Continuum of Care, Shelter Plus Care program. Experience has informed the Department in the ability to estimate the following year's grant awards based on the community-based agencies' previous year's applications to the U.S. Department of Housing and Urban Development. Therefore, the grant awards that are contracted for Shelter Plus Care program funds are contracted prospectively with the intention of amending those contracts needing adjustment when the federal government provides official notification of the dollar amounts awarded to the community-based agencies. When awards are issued retroactively, the result is community-based programs receiving funds much later than when the funds are actually needed for program operations. Funds awarded retroactively can result in New Hampshire citizens who are homeless, or at risk of becoming homeless, not receiving the assistance when it is actually needed.

The Department is presenting these contracts to the Governor and Executive Council for approval as a group in an effort to consolidate administrative work and minimize the duplication of efforts when preparing items for the Department of Administrative Services to review and for the Governor and Executive Council to approve.

This package includes three (3) vendors receiving a competitive award for renewal funding. Vendors will utilize U.S. Department of Housing and Urban Development Shelter Plus Care funds on a long term basis to provide rental assistance and supportive services to homeless individuals with disabilities, which include, but are not limited to, severe mental illness, chronic problems with alcohol or substance abuse, or AIDS and AIDS-related diseases, and their families in order to promote the ability of participants to live more independently.

Regardless of when the communities applied for program funding, the Department cannot begin new contracts with the community-based agencies prior to their current contractual end date. This package contains contracts with different grant periods because the U.S. Department of Housing and Urban Development sets the grant period based upon the execution date of the Grant Agreement. Further, one community-based agency, Center for Life Management, applied for more than one grant due to the locations to which the funds awarded will be allocated. This vendor provides homeless services to multiple towns and cities while operating a main office for the administration of the funds that are awarded to individual community-based agencies.

Grant awards to communities were subject to the U.S. Department of Housing and Urban Development application and award process. Communities seeking funds from the U.S. Department of Housing and Urban Development Continuum of Care, Shelter Plus Care program must apply directly to the federal agency for Shelter Plus Care funds, where their applications are scored by the federal program based on criteria set forth by the U.S. Department of Housing and Urban Development Continuum of Care, Shelter Plus Care program. The New Hampshire Department of Health and Human Services is notified by the U.S. Department of Housing and Urban Development of the grant awards several months after the federal program receives the communities' applications, which in some cases causes the awards to be allocated retroactively. Although law does not mandate the Shelter Plus Care program, the community-based agencies must follow the federal process to access the funds, which are distributed by the states.

The U.S. Department of Housing and Urban Development developed the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

- 1) A strategic planning process for addressing homelessness in the community.
- 2) A process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis.
- 3) An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The Department assures contract compliance and provider performance through the following:

- 1) Annual compliance reviews are performed that include the collection of data relating to compliance with administrative rules and contractual agreements.
- 2) Statistical reports are submitted on a semi-annual basis from all funded providers, including various demographic information and income and expense reports including match dollars;
- 3) All providers funded for transitional housing, permanent housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

Should Governor and Executive Council determine not to approve this request, rental assistance and supportive services for people who suffer from severe mental illness, chronic problems with alcohol or substance abuse, or AIDS and AIDS-related diseases, and their families who are homeless may not be available in their communities. This unavailability of assistance will cause an increase in demand for welfare services on the region's local welfare authorities. Further, an ongoing project may not be able to continue, causing many individuals and/or families to become homeless. People who are without housing and resources will resort to seeking shelter in places that are not fit for habitation, or will attempt to travel to shelters in other communities. This will increase the likelihood that people who are homeless will be in danger of injury or death, and will be cut off from basic supports for housing, health, education and treatment. Numerous jobs would also be lost since the shelter and/or resource agency would have to close its doors or drastically reduce staff.

Continuum of Care, Shelter Plus Care Program

Center for Life Management - SPC I (Vendor # 174116-P001)

Area Served: Derry

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Program Services	42306165	2015	\$217,475
102-500731	Contracts for Program Services	42306165	2016	\$43,495
			Sub-total	\$260,970

Center for Life Management - SPC II (Vendor # 174116-P001)

Area Served: Berlin & Derry

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Program Services	42306165	2015	\$38,644
102-500731	Contracts for Program Services	42306165	2016	\$27,602
			Sub-total	\$66,246

Southwestern Community Services, Inc. (Vendor # 177511-P001)
Areas Served: Cheshire, Sullivan & Western Hillsborough Counties

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Program Services	42306165	2015	\$266,660
			Sub-total	\$266,660

Total	\$593,876
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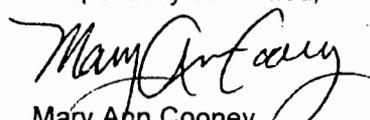
Her Excellency, Margaret Wood Hassan
and the Honorable Council
Page 4 of 4

In the event that the federal funds become no longer available, general funds will not be requested to support this program.

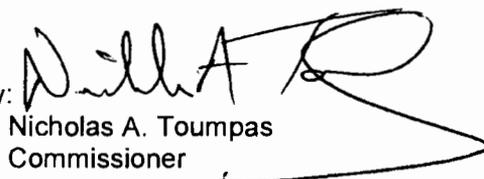
Area served: Berlin and Derry, NH; Cheshire, Sullivan and Western Hillsborough Counties

Source of funds: 100% Federal

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by: 
Nicholas A. Toumpas
Commissioner

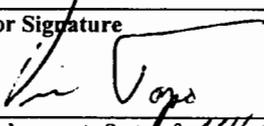
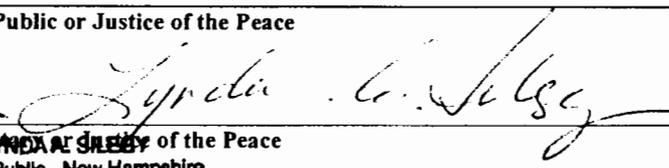
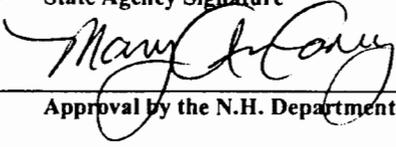
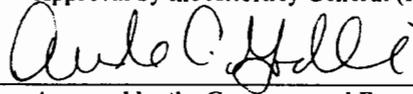
Subject: Continuum of Care Shelter Plus Care Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Center For Life Management		1.4 Contractor Address 10 Tsienneto Road Derry, NH 03038	
1.5 Contractor Phone Number (603) 434-1577	1.6 Account Number 05-95-42-423010-7927 102-500731	1.7 Completion Date August 31, 2015	1.8 Price Limitation \$260,970
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Vic Topo, President / CEO	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Buckingham</u> On <u>4/14/14</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 Public or Justice of the Peace <u>LINDA A. SIBLEY</u> Notary Public - New Hampshire My Commission Expires August 19, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
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>5/7/14</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: LA
Date: 4/16/14

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 SERVICES

Shelter Plus Care Program

The Contractor shall provide tenant-based rental subsidies and the equivalent supportive services in accordance with the U.S. Department of Housing and Urban Development (HUD) Shelter Plus Care Program. The Shelter Plus Care Program is principally governed under 24 CFR 578. Shelter Plus Care is a HUD-funded rental assistance program designed to provide housing and supportive services on a long-term basis for persons with disabilities (primarily those with severe mental illness, chronic problems with alcohol and/or substance abuse, or AIDS or related diseases) and their families who are homeless as defined by HUD in the McKinney-Vento Homeless Assistance Act, 42USC11302 and as amended by the Housing Emergency and Rapid Transition to Housing (HEARTH) Act of 2009.

1. Conditional Nature of Agreement

1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Shelter Plus Care Grant / Program. The State has applied for the Continuum of Care Shelter Plus Care Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Shelter Plus Care Grant.

2. Services

- 2.1. The Contractor agrees to comply with the program narratives in the application submitted to HUD. The Contractor shall directly provide tenant-based subsidies to 25 or more homeless individuals and families, and the equivalent supportive services in accordance with the rules and regulations of HUD's Shelter Plus Care Program.
- 2.2. To be eligible for services, participant households must consist of at least one disabled member, and must be homeless as defined in HUD regulations 24 CFR 578. The Contractor must obtain and retain appropriate documentation.
- 2.3. The Contractor shall make all appropriate referrals as needed by applicants.
- 2.4. The Contractor shall maintain adherence to federal and state confidentiality laws and follow the Shelter Plus Care Policies and Procedures guide.
- 2.5. Over the one-year period, the Contractor shall provide the following services as outlined in the application for funding:
 - 2.5.1. Rental subsidies for 25 individuals and families in accordance with the rules and regulations of HUD's Tenant-Based Shelter Plus Care Program; and
 - 2.5.2. Supportive services as defined by 24 CFR 578 to each individual and/or family in an equivalent monetary value to the individual's and/or family's subsidy.

3. Program Reporting Requirements

- 3.1. The Contractor shall submit the following reports:
 - 3.1.1. Annual Performance Report (APR): Within thirty (30) days after the Completion Date, an (APR) shall be submitted to the BHHS that summarizes the measured


4/16/14



Exhibit A

outcomes relative to HUD's performance measured goals. The APR shall be in the form required by HUD and the State.

3.1.2. Other Reports as requested by the State.

- 3.2. All programs under this contract are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 3.3. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

4. Contract Administration

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance. The Contractor shall cooperate fully and answer all questions during any periodic or special review of performance, or any inspection of program records or performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes within 30 days of the change.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

5. Financial

- 5.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care Program agreement value specified in Exhibit B of this agreement from the HUD Continuum of Care Program, for contract services.

5.1.1. Rental Subsidies;

5.1.2. Administrative costs

Eligible Administrative Costs include: general management, oversight, and coordination cost, as well as costs of overall program management and the associated costs of coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following: salaries, wages, and related costs of the recipient's staff, the staff of sub-recipients, or other staff engaged in program administration. In charging costs to this category, the recipient may include the pro rata share of the salary, wages, and related

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4/16/14



Exhibit A

costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Also included are the costs of preparing program budgets and schedules, and amendments to those budgets and schedules; Developing systems for assuring compliance with program requirements; Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space. Also included are costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings.

- 5.2. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies. The Contractor is required to provide supportive services equivalent to (if not more than) the amount of rental assistance provided through this contract.

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4/16/14



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Shelter Plus Care Program

The following financial conditions apply to the scope of services as detailed in Exhibit A –Shelter Plus Care Program.

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

NH General Fund: Not applicable
Federal Funds:
CFDA #: 14.238
Federal Agency: U.S. Department of Housing & Urban Development
Program Title: Shelter Plus Care Program
Total Amount Supportive Housing Program;
SFY15: not to exceed \$260,970

Funds allocation under this agreement for Shelter Plus Care Program;

Rental Subsidies: \$254,280.00
Administrative costs: \$6,690.00
Total program amount: \$260,970.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for rental subsidies and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Shelter Care Plus Program, in an amount not to exceed \$260,970.00 and for the time period September 1, 2014 through August 31, 2015.
2. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE.
 - 2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean those costs associated with providing rental assistance for eligible clients, meet the requirements of 24 CFR 578, and are allowable as set forth in OMB Circular A-87.
 - 2.2. Payment of Project Costs: Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor the amount not to exceed the amount of 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for rental subsidies for eligible clients and administrative costs that meet the requirements of 24 CFR 578 and any other applicable Shelter Plus Care regulations.
 - 2.3. Schedule of Payments: The Contractor shall submit monthly documentation of expenditures of federal funds for rental subsidies for eligible clients in such a fashion as to allow the State to draw down federal funds from the Line of Credit Control System (LOCCS) in a manner that enables the Contractor to issue checks to the landlords in a timely way.


4/11/14

New Hampshire Department of Health and Human Services
Shelter Plus Care Program



Exhibit B

3. USE OF GRANT FUNDS.

3.1. Conformance to 24 CFR Part 578: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR 578.

4. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

4.1. Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without prior written authorization from the State. Any expenditure that exceeds the approved budget shall be solely the financial responsibility of the Contractor. However, the transfer of other funds may cover such excess expenditures where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State.

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4/16/14



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 fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C

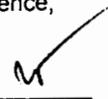


Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

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

Exhibit C – Special Provisions

Contractor Initials



Date 4/16/14



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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.

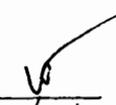
PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth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


4/16/14



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

- 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$3,000,000; and

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

no

4/16/14

New Hampshire Department of Health and Human Services
Exhibit D



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

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

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Center for Life Management

Name: Vic Toppo
Title: President/CEO

April 16, 2014
Date



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Center for Life Management*

April 16, 2014
Date

[Signature]
Name: *Vic Tappo*
Title: *President CEO*



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

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

INSTRUCTIONS FOR CERTIFICATION

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


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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Center for Life Management

April 16, 2014
Date

Vic Topo
Name: Vic Topo
Title: President / CEO



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 Name: Center for Life Management

Vic Topo

Name: Vic Topo
Title: President ICEO

April 16, 2014
Date



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Center for Life Management

April 16, 2014
Date

[Signature]
Name: K.C. Tapo
Title: President / CEO

Contractor Initials [Signature]
Date 4/16/14



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.

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "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.
8. "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.
9. "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).
10. "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.
11. "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.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "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.
16. 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.

4/16/14



Use and Disclosure of Protected Health Information

1. 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.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. 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.
4. 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.
5. 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.

Obligations and Activities of Business Associate

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.


Date 4/16/14



6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

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.


Date 4/16/14



Miscellaneous

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

Contractor Name: Center for Life Management

April 16, 2014
Date

Vic Togo
Name: Vic Togo
Title: President/CEO

State Agency Name:
NH DHHS

4/28/14
Date

Mary Ann Cooney
Name: MARY ANN COONEY
Title: ASSOCIATE CONTRACT MANAGER



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

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

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

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

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

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

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

Contractor Name: *Center for Life Management*

April 16, 2014
Date

Vic Topo
Name: *Vic Topo*
Title: *President/CEO*



FORM A

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

1. The DUNS number for your entity is: 085573541
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

[Signature]
[Date]